



# City of Grand Prairie

City Hall  
300 W. Main Street  
Grand Prairie, Texas

## Meeting Agenda

### Finance and Government Committee

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Tuesday, December 15, 2020

2:30 PM

Video Conference

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Due to the imminent threat to public health and safety arising from the COVID-19 pandemic, this meeting of the Finance and Government Committee will be held via video conference. Members of the public may participate in the meeting remotely by webinar or telephone through the following:

You are invited to a Zoom webinar.

When: Dec 15, 2020 02:30 PM Central Time (US and Canada)

Topic: City of Grand Prairie - F&G Meeting

Please click the link below to join the webinar:

<https://gptx.zoom.us/j/99155370243?pwd=eDJmNkpwNVlqcFVZMU9yTXRQRExsdz09>

Passcode: 51e3th3DS0

Or iPhone one-tap :

US: +13462487799,,99155370243#,,,,,0#,,4524615485# or  
+12532158782,,99155370243#,,,,,0#,,4524615485#

Or Telephone:

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Webinar ID: 991 5537 0243

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International numbers available: <https://gptx.zoom.us/u/ad7yn8i261>

All meeting participants will automatically be muted until it is their turn to speak. To be recognized to speak, use the "raise hand" feature in the Zoom meeting platform. Or, if you are joining by phone, you may press \*9 to raise your hand. A maximum five (5) minutes is permitted per speaker. After speaking, remute your phone by pressing \*6.

## Call to Order

## Staff Presentations

- 1      [20-10674](#)      Employee Insurance Fund Monthly Review - Presented by Lisa Norris, Human Resources Director  
  
                 **Attachments:** [Ins Fund ending 09-30-2020.pdf](#)  
                                 [Ins Fund October 2020.pdf](#)  
                                 [HCC Report 2 - 12-4-20.pdf](#)
  
- 2      [20-10633](#)      Internal Audit 2021 Work Plan  
  
                 **Attachments:** [Annual Audit Plan-2021.docx](#)

## Executive Session

*The Finance and Government Committee may conduct a closed session pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A. to discuss the following:*

1. *Section 551.071 "Consultation with Attorney"*
2. *Section 551.072 "Deliberation Regarding Real Property"*
3. *Section 551.074 "Personnel Matters"*
4. *Section 551.087 "Deliberations Regarding Economic Development Negotiations"*

## Consent Agenda

*Citizens may speak for up to five minutes on any item on the agenda by following the instructions given on the first page of this agenda.*

- 3      [20-10603](#)      Minutes of the November 3, 2020, Finance and Government Committee Meeting  
  
                 **Attachments:** [Minutes 11-03-20.docx](#)
  
- 4      [20-10590](#)      Purchase of Electric and Gas Utility Auditing services from Troy & Banks at 33% of realized savings  
  
                 **Attachments:** [20-10590 21009 - CC EXHIBIT](#)
  
- 5      [20-10600](#)      Revised Agreement and time extension with Global Gaming LSP, LLC for the Lone Star Park Logo on the Bowles Water Tower for an additional 5-year term at \$600 monthly  
  
                 **Attachments:** [Lone Star Advert. Agmt \(2020\).2.docx](#)

- 6      [20-10670](#)      Agreement to lease SendPro P Series Mail Sorting and Postage Hardware with Software for four years from Pitney Bowes Inc. through a national inter-local agreement with BuyBoard at an estimated annual cost of \$16,822 for a total cost for all four years of \$67,286  
**Attachments:** [City of Grand Prairie Lease.pdf](#)  
[Expenditure Information Form.doc](#)

- 7      [20-10672](#)      Resolution Establishing the City of Grand Prairie's Chapter 380 Economic Development Program  
**Attachments:** [CRITERIA FOR CHAPTER 380 GRANT CONSIDERATION](#)

### Items for Individual Consideration

- 8      [20-10649](#)      Resolution approving the City's Investment Policy  
**Attachments:** [Investment Policy Dec 2020 Update.pdf](#)
- 9      [20-10638](#)      Resolution authorizing the Treasury and Debt Manager to execute a general release with Elavon Inc in the amount of \$141,392.17 regarding credit card transaction processing  
**Attachments:** [394750520685 City of Grand Prairie\\_.pdf](#)

- 10     [20-10645](#)      Ordinance amending the FY 2020/2021 Baseball Operating Fund by appropriating \$1,300,000 from fund balance for a cash grant to MLC Dallas Stadium Co, LLC (or related assignee), and \$200,000 from contingency for a maintenance reserve deposit  
**Attachments:** [Mini FS Baseball Fund 2022](#)

- 11     [20-10673](#)      Ordinance adopting TIF Board Recommendation related to TIRZ #3 Amended Project Plan & Financing Plan  
**Attachments:** [EXHIBIT A - Boundary Description](#)  
[EXHIBIT B - Boundary Map](#)  
[EXHIBIT C - Grand Prairie TIRZ 3 Final Amended PFP v2 \(1\)](#)

- 12     [20-10642](#)      Resolution amending Resolution 5126-2020 for a Chapter 380 Economic Development Agreement with Grand Prairie Local Government Corporation to increase the cash grant to a total of \$2,900,000 to be used for purchase and maintenance of real property; identify the property located at 401 W. Church Street as a suitable site for the location, relocation or expansion of a business within the City  
**Attachments:** [20-10593 Chapter 380 Economic Development](#)

- 13      [20-10665](#)      Contract for Credit Card Payment System with sole source provider OpenEdge for an initial term of 1 year with options to renew annually; OpenEdge will have an effective rate of 0.95% (estimated at \$11,964 annually); Authorize the City Manager to execute up to 5 renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as enough funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms; additional renewals past 5 require additional City Council approval  
**Attachments:** [Open\\_Edge Contract.pdf](#)  
[Sole Source Letter.pdf](#)
- 14      [20-10651](#)      Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Change Order #1 in the amount of \$64,000 to add twenty (20) additional EnerGov Business Management Suite Licenses from Tyler Technologies. In addition, a contract amendment for the removal of EnerGov software components deemed no longer necessary resulting in a decrease in contract costs of \$15,000  
**Attachments:** [Grand Prairie TX Amendment 112920.pdf](#)  
[WO 619.155.xlsx](#)
- 15      [20-10659](#)      Independent Contractor/Personal Services contract for strategic planning at Epic Central for one year with Rick Coleman in the annual amount not to exceed \$55,000, plus \$10,000.00 for approved reimbursables; with the option to renew for one (1) additional one (1) year period for a total amount of \$130,000 if all renewals are exercised; authorize City Manager to execute renewals under the same terms as the original contract.  
**Attachments:** [20-10659 EpicCentral Project Design -Rick Coleman.xlsx](#)
- 16      [20-10660](#)      Independent Contractor/Personal Services contract for strategic planning at Epic Central for one year with Jason Alan Smith in the annual amount not to exceed \$35,000, plus \$5,000 for approved reimbursable expenses; with the option to renew for one (1) additional one (1) year period for a total amount of \$80,000 if all renewals are exercised; authorize City Manager to execute renewals under the same terms as the original contract  
**Attachments:** [20-10660 EpicCentral Project Design -Jaosn Alan Smith.xlsx](#)
- 17      [20-10685](#)      Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; contract to replace electrical panels and related components at The Summit with Voss Lighting in the amount of \$90,820 with a 5% contingency of \$4,541 through a national inter-local agreement with cooperative agreement through National Cooperative Purchasing Alliance for a total project cost not to exceed \$95,361.  
**Attachments:** [20-10685 Summit Lighting - Voss Lighting.xlsx](#)



## **Citizen Comments**

*Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by following the instructions on the first page of this agenda.*

## **Adjournment**

### *Certification*

*In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the Finance & Government Committee meeting agenda was prepared and posted December 11, 2020.*

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*Mona Lisa Galicia, Deputy City Secretary*

*The Grand Prairie City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-237-8018 or email Mona Lisa Galicia ([mgalicia@gptx.org](mailto:mgalicia@gptx.org)) at least three (3) business days prior to the scheduled meeting to request an accommodation.*



Legislation Details (With Text)

**File #:** 20-10674      **Version:** 1      **Name:** Employee Insurance Fund Monthly Review  
**Type:** Presentation      **Status:** Agenda Ready - Committee  
**File created:** 12/7/2020      **In control:** Finance and Government Committee  
**On agenda:** 12/15/2020      **Final action:**  
**Title:** Employee Insurance Fund Monthly Review - Presented by Lisa Norris, Human Resources Director  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Ins Fund ending 09-30-2020.pdf](#)  
[Ins Fund October 2020.pdf](#)  
[HCC Report 2 - 12-4-20.pdf](#)

Date	Ver.	Action By	Action	Result
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**From**

Lisa Norris, Human Resources Director

**Title**

Employee Insurance Fund Monthly Review - Presented by Lisa Norris, Human Resources Director

**Presenter**

Lisa Norris, Human Resources Director

**Recommended Action**

Review Only

**Analysis**

This analysis covers the experience in the Employee Insurance Fund through October 2020:

**Employee Insurance Fund (Attachments 1-3):**

This review covers fiscal year-end 2019/2020 and October's report for the new fiscal year.

- 1) Attachment 1 reflects fiscal year-end 2019/2020 as of September 2020. The fund remained in a positive operating balance of \$970,596 (column14, row 37) as of September 30, 2020 even following the withholding of two months of active city contributions and retiree city contributions (columns 12 and 13; rows 2 and 3). Revenues held to 89% of the budgeted amount as projected and expenses also ended the year at 89% of budget. With COVID, it has been an interesting year since February of 2020 due to all COVID related treatment, testing, any virtual visit and specialist visit covered at 100% by the plan to follow the "book of business" from Blue Cross Blue Shield of Texas clients. Further, we saw a freeze on elective surgeries (non-essential/crucial) for several months. The 100% coverage remains through December 2020 and will likely end on January 1, 2021 - moving copays, and conisurance back to normal plan provisions.

- 2) As to the new fiscal year beginning in October (column 2) shown in Attachment 2, the plan experienced a positive operating balance of \$561,459 (row 38) with active claims hitting at \$835,899 (row 28) and retirees reaching \$164,649. Both of these monthly expenses ran beneath the rolling 12-month average shown in column 4 as highlighted in pink. This year, we have increased the Contingency Reserve again by \$1 million, thereby moving it to \$6,000,000. This Contingency Reserve is not required, but is done so out of an abundance of caution and our conservative approach to funding - providing the city additional "cushion" should we face a volatile year in claims.
- 3) Finally, the last attachment reflects the High Cost Claimants so far this calendar year with only two exceeding our self-imposed Stoploss threshold of \$400,000. So far, we have only \$119,000, in total, that have exceeded that limit. At this point, the fund has been able to absorb those costs, so it is not recommended that we reimburse ourselves from the Risk Fund reserves holding stoploss, nor move money from the Contingency Reserve up to the claims line.

### **Financial Consideration**

The current budget is approved and no financial consideration is necessary at this time until additional claims data based on future months can be reviewed.

**EMPLOYEE INSURANCE FUND (FUND 213010)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	17	18	19	20	21	
	2019/20 MOD BGT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	2019/20 CUM	FY Monthly Avg	1ST QTR AVG	2ND QTR AVG	3RD QTR AVG	4TH QTR AVG	% ACT/ MOD BGT	
1 BEGINNING RESOURCES	5,832,031													5,832,031							
2 Employer Contr- Actives	13,693,800	1,142,400	1,142,400	1,142,400	1,142,400	1,142,400	1,142,400	1,142,400	1,142,400	1,142,400	1,142,400	0	0	11,424,000	1,142,400	1,142,400	1,142,400	1,142,400	380,800	83.4%	
3 Employer Contr-Retirees	3,977,766	331,481	331,481	331,481	331,481	331,481	331,481	331,481	331,481	331,481	331,481	0	0	3,314,805	331,481	331,481	331,481	331,481	110,494	83.3%	
4 Employee Contrib	3,200,000	267,135	267,418	266,533	270,180	266,495	269,470	270,663	271,653	270,173	270,435	274,765	271,880	3,236,798	269,733	267,028	268,715	270,829	272,360	101.1%	
5 Dental PPO Contrib	794,787	68,933	68,041	69,339	71,302	72,368	72,634	72,266	72,173	72,017	72,210	72,654	71,905	855,842	71,320	68,771	72,101	72,152	72,256	107.7%	
6 Retiree Contributions	700,000	67,339	44,502	63,367	66,059	84,454	61,770	61,633	64,388	60,187	67,036	63,221	60,871	764,826	63,736	58,403	70,761	62,069	63,709	109.3%	
7 Employee Life Contrib	401,703	33,487	37,836	33,277	34,943	36,252	36,340	36,200	36,107	36,118	36,112	36,412	35,497	428,580	35,715	34,867	35,845	36,141	36,007	106.7%	
8 Vision Contrib	135,000	11,379	11,286	11,487	11,571	11,567	11,885	11,784	11,803	11,711	11,856	11,778	12,095	140,203	11,684	11,384	11,674	11,766	11,910	103.9%	
9 DHMO Dental Contrib	46,945	4,404	4,346	4,427	4,245	4,129	4,199	4,314	4,362	4,369	4,352	4,440	4,448	52,034	4,336	4,392	4,191	4,348	4,413	110.8%	
10 QCD Dental	1,132	116	22,140	124	156	(21,928)	120	120	120	120	120	120	120	1,448	121	7,460	(7,217)	120	120	127.9%	
11 Retiree Drug Subsidy	0	0	0	0	0	0	0	29,178	0	0	0	0	0	29,178	2,431	0	0	9,726	0		
12 Rx Rebates	0	0	34,860	0	0	32,012	0	0	38,019	0	0	1,891	0	106,782	8,898	11,620	10,671	12,673	630		
13 Miscellaneous	0	0	0	4,310	0	0	2,371	0	0	0	2,371	0	2,371	11,422	952	1,437	790	0	0		
14 TOTAL REVENUES	22,951,133	1,926,673	1,964,309	1,926,745	1,932,336	1,959,229	1,932,669	1,960,036	1,972,505	1,928,575	1,938,372	465,282	459,186	20,365,916	1,942,806	1,939,242	1,941,411	1,953,705	952,699.5	88.74%	
16 Reserve for Contingency	4,000,000													4,000,000							
17 Reserves for Future Claims	2,182,469													2,182,469							
18 TOTAL RESOURCES	34,965,633	1,926,673	1,964,309	1,926,745	1,932,336	1,959,229	1,932,669	1,960,036	1,972,505	1,928,575	1,938,372	465,282	459,186	32,380,416							
EXPENDITURES:																					
19 Personnel Costs	344,649	9,754	10,711	10,800	14,139	13,627	15,287	17,167	17,011	17,287	22,368	12,267	16,072	176,490	14,707	10,422	14,351	17,155	16,902	51.2%	
20 Supplies	4,596	0	0	331	0	0	0	0	0	0	0	0	1,957	2,288	191	110	0	0	652	49.8%	
21 Other Services & Charges	71,457	9,199	6,054	2,204	21,507	23,600	7,694	(14,832)	6,900	6,879	3,515	3,556	9,557	85,834	7,153	5,819	17,601	821	5,543	120.1%	
22 Admin/Utilization Fees	473,372	24,261	36,915	40,112	210,382	2,370	42,029	14,799	7,505	16,102	4,366	7,010	32,382	438,232	36,519	33,763	84,927	12,802	14,586	92.6%	
23 Wellness Program	95,000	11,840	4,316	7,053	5,751	8,342	(7,276)	2,449	0	2,027	3,302	3,611	15,814	57,230	4,769	7,736	2,272	1,492	7,576	60.2%	
24 H S A Contributions	125,000	740	0	0	71,500	500	0	0	0	0	0	0	0	72,740	6,062	N/A	24,000	0	0	58.2%	
25 Actuarial Study	5,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	
26 Life Premiums	525,968	42,378	0	51,981	86,237	35,365	45,105	60,200	45,140	45,068	0	90,505	44,555	546,534	45,544	31,453	55,569	50,136	45,020	103.9%	
27 Dental PPO Admin Fees	806,575	0	68,187	66,906	72,968	70,156	72,178	72,996	71,350	71,863	70,767	69,051	3,304	709,726	59,144	45,031	71,767	72,069	47,707	88.0%	
28 Employee Claims & Rx	15,742,277	1,358,341	1,432,241	1,679,914	1,355,230	547,962	673,717	1,222,553	1,296,509	1,398,547	1,251,148	1,053,906	1,473,130	14,743,198	1,228,600	1,490,165	858,970	1,305,870	1,259,394	93.7%	
29 Retiree Claims & Rx	3,183,058	0	271,676	224,775	301,108	66,993	256,281	0	150,822	186,139	174,530	209,500	310,558	2,152,381	179,365	165,484	208,127	112,320	293,576	67.6%	
30 DHMO Dental Premium	46,945	0	4,877	4,922	4,707	4,710	4,736	4,711	4,940	4,863	4,890	4,819	250	48,425	4,035	3,267	4,718	4,838	3,320	103.2%	
31 QCD Dental Premium	1,132	0	116	116	144	144	144	144	120	120	120	120	120	1,408	117	77	144	128	120	124.4%	
32 Vision Premiums	135,000	0	11,609	11,361	12,073	12,072	12,250	12,261	12,251	12,165	12,252	12,368	12,294	132,957	11,080	7,657	12,132	12,226	12,305	98.5%	
33 EAP Services	23,712	1,862	1,862	1,856	1,835	1,836	1,856	1,867	1,870	1,860	1,879	1,884	1,859	22,325	1,860	1,860	1,842	1,866	1,874	94.2%	
34 Long Term Disability Prgm	80,000	9,740	9,807	9,740	9,731	9,770	9,766	9,786	9,905	9,878	9,817	9,860	9,891	117,689	9,807	9,762	9,755	9,856	9,856	147.1%	
35 Transfer to General Fund	87,864	7,322	7,322	7,322	7,322	7,322	7,322	7,322	7,322	7,322	7,322	7,322	7,322	87,864	7,322	7,322	7,322	7,322	7,322	100.0%	
36 TOTAL EXP/ENC	21,752,105	1,475,438	1,865,693	2,119,393	2,174,634	804,768	1,141,091	1,411,423	1,631,644	1,780,120	1,566,274	1,485,779	1,939,065	19,395,321	1,616,277	1,819,928	1,373,498	1,608,900	1,725,752	89.2%	
37 Operating Imbalance (Rev-Exp)	1,199,028	451,235	98,616	(192,648)	(242,299)	1,154,461	791,579	548,613	340,861	148,455	372,098	(1,020,497)	(1,479,879)	970,596							
38 One-Time Supplemental	100,000													0						0.0%	
39 TOTAL APPROPRIATIONS	21,852,105													19,395,320							
40 CUMULATIVE BALANCE		451,235	549,851	357,204	114,905	1,269,366	2,060,945	2,609,558	2,950,419	3,098,874	3,470,972	2,450,475	970,596								
41 Reserves for Contingency	5,000,000													5,000,000							
42 IBNR	2,182,469													2,182,469							
43 ENDING RESOURCES	5,931,059													5,802,628							



**EMPLOYEE INSURANCE FUND (FUND 213010)**

		1	2	3	4	5	6
		2020-21 MOD BGT	OCT	2020/21 CUM	Running 12- Mo. Avg	RUNNING PROJ 2020/21	% PROJ/ MOD BGT
1	BEGINNING RESOURCES	5,796,670		5,796,670		5,796,670	
<u>REVENUES:</u>							
2	Employer Contr- Actives	12,892,764	1,074,397	1,074,397		12,892,764	100.0%
3	Employer Contr-Retirees	3,488,400	290,700	290,700		3,488,400	100.0%
4	Employee Contrib	3,219,520	270,568	270,568		3,219,520	100.0%
5	Dental PPO Contrib	872,756	59,396	59,396		872,756	100.0%
6	Retiree Contributions	750,000	81	81		750,000	100.0%
7	Employee Life Contrib	404,995	35,563	35,563		404,995	100.0%
8	Vision Contrib	144,286	9,718	9,718		144,286	100.0%
9	DHMO Dental Contrib	45,994	4,404	4,404		45,994	100.0%
10	QCD Dental	1,132	56	56		1,132	100.0%
11	Retiree Drug Subsidy	0	0	0		0	
12	Rx Rebates	0	0	0		0	
13	Miscellaneous	0	0	0		0	
14	<b>TOTAL REVENUES</b>	<b>21,819,847</b>	<b>1,744,882</b>	<b>1,744,882</b>		<b>21,819,847</b>	<b>100.0%</b>
15	Reserve for Encumbrance						
16	Reserve for Contingency	5,000,000		5,000,000		5,000,000	
17	Reserves for Future Claims	2,182,469		2,182,469		2,182,469	
18	<b>TOTAL RESOURCES</b>	<b>34,798,986</b>	<b>1,744,882</b>	<b>14,724,021</b>		<b>34,798,986</b>	
<u>EXPENDITURES:</u>							
19	Personnel Costs	220,640	14,167	14,167		220,640	100.0%
20	Supplies	4,616	0	0		4,616	100.0%
21	Other Services & Charges	88,652	3,769	3,769		88,652	100.0%
22	Admin/Utilization Fees	516,041	8,184	8,184		516,041	100.0%
23	Wellness Program	95,000	3,076	3,076		95,000	100.0%
24	H S A Contributions	125,000	0	0		125,000	100.0%
25	Actuarial Study	5,500	0	0		5,500	100.0%
26	Life Premiums	525,968	44,511	44,511		525,968	100.0%
27	Dental PPO Admin Fees	872,756	72,580	72,580		872,756	100.0%
28	Employee Claims & Rx	15,286,398	835,899	835,899	1,185,063	13,871,591	90.7%
29	Retiree Claims & Rx	2,241,666	164,649	164,649	193,086	2,288,593	102.1%
30	DHMO Dental Premium	45,994	4,936	4,936		45,994	100.0%
31	QCD Dental Premium	1,132	120	120		1,132	100.0%
32	Vision Premiums	144,286	12,186	12,186		144,286	100.0%
33	Pet Insurance	0	0	0		0	
34	EAP Services	23,712	1,851	1,851		23,712	100.0%
35	Long Term Disability Prgm	117,087	9,929	9,929		117,087	100.0%
36	Transfer to General Fund	90,831	7,569	7,569		90,831	100.0%
37	<b>TOTAL EXP/ENC</b>	<b>20,405,279</b>	<b>1,183,423</b>	<b>1,183,423</b>		<b>19,037,402</b>	<b>93.3%</b>
38	<b>Operating Imbalance (Rev-Exp)</b>	<b>1,414,568</b>	<b>561,459</b>	<b>561,459</b>		<b>2,782,445</b>	
39	One-Time Supplemental						
40	<b>TOTAL APPROPRIATIONS</b>	<b>20,405,279</b>		<b>1,183,422</b>		<b>19,037,402</b>	
41	CUMULATIVE BALANCE		561,459				
42	Reserves for Contingency	6,000,000		6,000,000		6,000,000	
43	IBNR	2,182,469		2,182,469		2,182,469	
44	<b>ENDING RESOURCES</b>	<b>6,211,238</b>		<b>5,358,130</b>		<b>7,579,115</b>	

**City of Grand Prairie Dynamic Claimant**

**Run Date:** 11/11/2020

**Metrics:** (Paid)  
**Database:** (CITY OF GRAND PRAIRIE: ALL)  
**High Cost Threshold:** (\$100,000)  
**Paid Year:** Last 1 Years  
**Plan:** (Texas)  
**Service Category:** (FACILITY INPATIENT, FACILITY OUTPATIENT, PROFESSIONAL, PHARMACY)

Member Relationship Description	Employee Status	Medical Paid	Pharmacy Paid	Paid
Subscriber	Active	517,904.32	961.70	518,866.02
Subscriber	Active	399,984.94	460.33	400,445.27
Spouse	Active	305,689.17	347.81	306,036.98
Spouse	Active	181,308.16	88,413.57	269,721.73
Dependent Child	Active	102,711.88	130,973.43	233,685.31
Subscriber	Active	215,026.90	363.57	215,390.47
Subscriber	Active	206,879.26	7,248.71	214,127.97
Subscriber	Active	107,416.80	80,188.76	187,605.56
Subscriber	Active	127,002.23	268.62	127,270.85
Spouse	Active	123,536.76	814.90	124,351.66
Spouse	Active	118,681.18	5,242.03	123,923.21
Subscriber	Active	1,443.96	115,982.62	117,426.58
Subscriber	Under 65 Retiree	113,083.86	1,142.17	114,226.03
Subscriber	Active	110,652.00	1,566.39	112,218.39
Subscriber	Active	99,470.28	2,328.00	101,798.28
<b>Query Totals: 15</b>		<b>2,730,791.70</b>	<b>436,302.61</b>	<b>3,167,094.31</b>
<b>Report Totals: 15</b>		<b>2,730,791.70</b>	<b>436,302.61</b>	<b>3,167,094.31</b>



Legislation Details (With Text)

**File #:** 20-10633      **Version:** 1      **Name:** Internal Audit 2021 Work Plan  
**Type:** Agenda Item      **Status:** Agenda Ready - Committee  
**File created:** 11/23/2020      **In control:** Finance and Government Committee  
**On agenda:** 12/15/2020      **Final action:**  
**Title:** Internal Audit 2021 Work Plan  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Annual Audit Plan-2021.pdf](#)

Date	Ver.	Action By	Action	Result
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**From**  
Cathy Patrick

**Title**  
Internal Audit 2021 Work Plan

**Presenter**  
Cathy Patrick

**Recommended Action**  
Approve

**Analysis**  
N/A

**Financial Consideration**  
N/A

**CITY OF GRAND PRAIRIE  
CALENDAR YEAR 2021  
AUDIT SERVICES WORK PLAN**





## CALENDAR YEAR 2021 AUDITS

### **Compliance Audits**

- Epic Waters Contract Compliance (125 hours) – review of American Resort Management compliance with City contract and accuracy of financial transactions, statements and reports.
- Lynn Creek Marina Lease Contract Compliance (125 hours) – review of Marina’s compliance with City contract and accuracy of financial transactions, statements and reports.
- Service Contract Compliance (200 hours) – review two service contracts for compliance with contract requirements.

### **Internal Control**

- CMO Payroll (40 hours) – review payroll internal controls and compliance with City policies and procedures.
- Library Payroll (80 hours) - review payroll internal controls and compliance with City policies and procedures.
- Parks Payroll (200 hours) - review payroll internal controls and compliance with City policies and procedures for Lake Parks, Cemetery, RJC, Uptown and Parks Maintenance.
- Parks Revenue (400 hours) – review Epic Rec and Summit, Lynn Creek, Prairie Lakes and Athletics revenue internal controls and compliance with City policies and procedures.
- Municipal Court Revenue (125 hours) – review revenue internal controls and compliance with City policies and procedures.
- Library Inventory (150 hours) - review all libraries inventory controls and compliance with City policies and procedures.
- Prairie Lakes Golf (100 hours) - review all Pro Shop inventory controls and compliance with City policies and procedures.

### **Performance/Other Projects**

- Capital Assets (900 hours) – conduct process improvement of capital asset tracking process and reconcile all capital assets in City to Finance Department Fixed Assets and Legal’s TML insured assets
- EnerGov Software Implementation (800 hours) – implementation of permitting, inspections, planning and engineering (PIPE) software from Tyler Technologies.

## CALENDAR YEAR 2021 AUDITS

- Lawson and HTE Software Replacement (600 hours) – solicit bids, award project and begin implementation.
- Accounts Receivable (225 hours) – review accounts receivable processes to determine if the City should centralize the function.
- Departmental Policies and Procedures (150 hours) – review all City departmental policies and procedures to determine if current and adequate internal controls documented.

### **Follow-up Audits**

- Water Warehouse Inventory (80 hours) – review inventory for proper internal controls, accuracy and implementation of prior audit recommendations.
- Streets Warehouse Inventory (50 hours) – review inventory for proper internal controls, accuracy and implementation of prior audit recommendations.
- Information Technology Inventory (100 hours) – review inventory for proper internal controls, accuracy and implementation of prior audit recommendations.

### **Required Audits**

- Pool Investment Fund (100 hours) - monthly audit of all investment accounts to verify accuracy of all investment activities.
- Certified Telephone Providers (100 hours) - quarterly review of payments received from CTP's to verify accuracy of line counts reported to the PUC and determine compliance with PUC reporting regulations.
- Procurement Cards (250 hours) - bi-monthly detailed review of all credit card transactions to identify incorrect transactions.
- Tax Abatement & 380 Agreements (50 hours) - annual review of abatement agreements to verify compliance.
- SEMAP (30 hours) - annual self-assessment review of Section 8 per HUD requirements.
- Seizure Fund (80 hours) - annual review of State and Federal Seizure fund revenue and expenditure transactions to verify compliance with State regulations.
- Housing Promissory Notes & Portability Payments (100 hours) – reconcile promissory notes and deposit portability payments.
- Review of hotel/motels room tax (350 hours) - verify the accuracy of occupancy tax payments made to the city.



Legislation Details (With Text)

**File #:** 20-10603      **Version:** 1      **Name:** 110320 F&G Mins  
**Type:** Agenda Item      **Status:** Agenda Ready - Committee  
**File created:** 11/13/2020      **In control:** Finance and Government Committee  
**On agenda:** 12/15/2020      **Final action:**  
**Title:** Minutes of the November 3, 2020, Finance and Government Committee Meeting  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes 11-03-20.pdf](#)

Date	Ver.	Action By	Action	Result
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**From**

Paula L. Elliott, Executive Assistant- Finance

**Title**

Minutes of the November 3, 2020, Finance and Government Committee Meeting

**Presenter**

Mr. Greg Giessner, Acting Chairman

**Recommended Action**

Approve



**MINUTES  
CITY COUNCIL FINANCE AND GOVERNMENT COMMITTEE  
NOVEMBER 3, 2020**

The City of Grand Prairie Finance and Government Committee convened at 2:30 p.m. on Tuesday, November 3, 2020 via Zoom video conference in Grand Prairie, Texas. The following persons were in attendance:

**COMMITTEE MEMBERS PRESENT**

Greg Giessner, Acting Chairman  
Jorja Clemson

**COMMITTEE MEMBER ABSENT**

Jim Swafford, Chairman

*Acting Chairman Giessner called the meeting to order.*

**Staff Presentations**

**Item 1 – External Audit Update**

Ms. Susan Sanders, Controller welcomed the Weaver team to the meeting. Ms. Jennifer Ripka, Partner and Ms. Kristin Derryberry, Senior Manager informed the committee of the audit schedule and process and of the auditor communications during planning. *Acting Chairman Giessner inquired when GASB 95 will be implemented and if will we be ready. Ms. Ripka replied GASB 95 takes several of the statements and pushes them back one year. Now we have an additional year to pull together all of the lease information. Ms. Becky Brooks, Chief Financial Officer stated we will be ready and said Susan and I have discussed strategy for compiling the lease expenditures. Mr. Giessner thanked the Weaver team and the Finance and Budget teams for their hard work because this is a very important document for the city.*

**Item 2 – 2021 Plan of Capital Finance for Certificates of Obligation**

Mr. Brady Olsen, Treasury and Debt Manager reminded the committee a couple of months back in conjunction with the rest of city council, passed a \$22.5 million CIP and now it is time to fund it. Additionally, we identified \$3 million in a downtown project to fund at this time. Mr. Jim Sabonis, Managing Director Hilltop Securities shared some additional details via telephone.

*Acting Chairman Giessner questioned if a parameter ordinance will give us good flexibility to move at market time. Ms. Brooks answered yes, that is correct. Committee member Clemson asked if only getting one rating affects our rates. Mr. Olsen said if the second was AAA rating, then our rates would be slightly improved, but it does not bring us down at all. Mr. Giessner*

*inquired if a vote is needed. Ms. Brooks replied we suspected the committee would want to vote to move it forward. Acting Chairman Giessner asked Ms. Brooks to email the revised commination and she said absolutely. The committee thanked Mr. Sabonis for everything he does. Ms. Clemson moved to approve and send to City Council for review and approval. Mr. Giessner seconded. Motion carried 2 – 0.*

## **Consent Agenda**

*Acting Chairman Giessner asked Committee member Clemson if she needed to remove any items from the consent agenda. Committee member Clemson said no, however Mr. Giessner had a question on item 5. Ms. Clemson moved to approve Item 3 - Item 17 on consent and send them to City Council for review and approval. Mr. Giessner seconded. Motion carried 2 – 0.*

**Item 3** – Minutes of the October 13, 2020, Finance and Government Committee Meeting

**Item 4** – Price Agreement for OEM preventative maintenance, repairs, parts and equipment rental service, on heavy duty equipment from Holt Cat through a national interlocal agreement with BuyBoard at an estimated annual cost of \$400,000.00. This agreement will be for one year with the option to renew for two additional one-year periods totaling \$1,200,000.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

**Item 5** – Price agreement with FabCo, LLC., as the primary vendor, at an estimated annual cost of \$81,855 and a secondary with Craddock Lumber Company at an estimated annual cost of \$100,141 for concrete supplies. These agreements will be for one year with the option to renew for four additional one-year periods totaling \$409,275 and \$500,705, respectively, if all extensions are exercised, and authorize City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal term(s)

*Acting Chairman Giessner inquired who is the primary and who is the secondary. Mr. Gabe Johnson, Public Works Director replied he would need more information. Mr. Bryce Davis, Purchasing Manager verified on the attachment that FabCo is the primary vendor and Craddock Lumber Company is the secondary vendor.*

**Item 6** – Price Agreement for radar equipment on Police vehicles from Applied Concepts, Inc., through a national Interlocal Agreement with H-GAC at an estimated annual cost of \$130,000 for one year with the option to renew for one additional one-year period totaling \$260,000 if all extensions are exercised and authorize the City Manager to execute the renewal options with the same contract terms as long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

**Item 7** – Price Agreement for NEOGOV HR Software utilizing Onboard, Insight, Governmentjobs.com and Candidate Text Messaging from SHI Government Solutions, Inc. through a national interlocal agreement with DIR at an estimated annual amount of \$28,799.00

beginning November 2020, with 5% annual increase for one year with the option to renew for four additional one-year periods totaling approximately \$159,132.67 if all extensions are exercised. Authorize the City Manager to execute the renewal options under the same terms, so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

**Item 8** – Price agreement for overhead door & automatic gate maintenance, repairs and new installations from Door Tech of Texas (up to \$187,339 annually) for one year with the option to renew for four additional one year periods totaling \$936,695 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the city's obligation during the renewal terms

**Item 9** – Price agreement for annual purchase(s) new model year Police Pursuit Tahoes from Freedom Chevrolet (up to \$2,131,550 annually) for one year with the option to renew for two additional one year periods totaling \$6,394,650 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

**Item 10** – Price Agreement for city-wide occupational health, injury, drug & alcohol testing services from Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers for a three-year contract effective January 1, 2021 to December 31, 2021 in an estimated annual amount up to \$120,000, totaling \$360,000 over the three-year period. This agreement provides guaranteed pricing for two additional one-year renewal periods (years four and five) for an estimated annual amount up to \$120,750 beginning January 1, 2024 and up to \$121,500 if such extensions are exercised, totaling an estimated five-year contract value of \$602,250 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

**Item 11** – Renew a Price Agreement for Tarrant County brush and wood management from Republic Services dba Arlington Landfill (up to \$50,000 annually) for one year with the option to renew for three additional one-year periods totaling \$250,000 amount if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

**Item 12** – Integration between Verizon Networkfleet GPS and AssetWorks FleetFocus (fleet management information software) in the amount of \$106,923.28, through a national interlocal agreement with Sourcewell, contract #022217-AWI

**Item 13** – Contract with The Perfect Light for Holiday Decorations in the amount of \$67,352.22 in Peninsula PID (Council Districts 4 and 6)

**Item 14** – Purchase of one (1) new Ram 1500 regular cab 4x4 pickup for \$29,082, one (1) new Ram 1500 regular cab 4x2 pickup for \$23,312, two (2) new Ram 1500 quad cab 4x2 pickup for \$26,338 each, two (2) new Ram 1500 quad cab 4x4 pickup for \$31,941 each, four (4) new Ram 2500 regular cab 4x2 pickup for \$29,835, each, one (1) new Ram 2500 regular cab 4x2 pickup with utility body for \$37,179.48, one (1) new Ram 2500 regular cab 4x4 pickup with utility body and crane for \$48,108.09, and two (2) new Ram 2500 regular cab 4x4 pickup with utility body for \$40,057.19, each from Grapevine Dodge Chrysler Jeep, respectively for a combined total of \$453,693.95 through a national interlocal agreement with BuyBoard

**Item 15** – Purchase of catered meals offered by various Parks, Arts and Recreation venues from Eddlemons (up to \$113,000 annually) for one year with the option to renew for four additional one-year periods totaling approximately \$565,000 if all extensions are exercised; authorize the City Manager to execute the renewal options with the same contract terms so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

**Item 16** – Professional Services Contract Amendment with Merritt Development Group for hotel/retail planning and development services City-wide; Ratification of prior expenditures of \$45,346, and approval of additional funds of \$50,000, with overall contract total of \$143,346

**Item 17** – Ordinance amending the FY 20/21 Capital Improvement Project Budget; Change Order/Amendment No. 8 in the net amount of \$10,900 with Axis Contracting, Inc. for Intersection Improvements at three locations (Lone Star Parkway/S. Belt Line Road, Great Southwest Parkway/Lake Ridge Parkway, and Jefferson Street/ South Carrier Parkway intersections)

### **Items for Individual Consideration**

**Item 18** – Resolution granting a Chapter 380 Incentive Agreement with LGSW Capital Investment LLC for Asia Times Square renovation and expansion for a cash grant of \$100,000 and an option for an additional \$50,000 upon commencement of construction of a new free-standing building

*Mr. Steve Dye, Deputy City Manager/Chief Operating Officer stepped in for Marty Wieder and advised the committee this will help in the final phase to create the stand alone building and bring in a couple of well-known food and beverage entities. The committee had no questions. Acting Chairman Giessner moved to approve and send to City Council for review and approval. Committee Member Clemson seconded. Motion carried 2 – 0.*

**Item 19** – Resolution authorizing the Treasury and Debt Manager to execute a general release with Elavon Inc in the amount of \$54,200.30 regarding credit card transaction processing

Mr. Olsen informed the committee at the end of 2019 one of our credit card vendors at the golf course did not collect the funds at that time. It has been a year long process to make this right.

Acting Chairman Giessner noted we decided on this settlement because of number one customer service and number two because of our regular golfers. The committee had no questions. *Mr. Giessner moved to approve and send to City Council for review and approval. Committee member Clemson seconded. Motion carried 2 – 0.*

**Item 20 – Ordinance amending the FY 2020/2021 Red Light Safety Fund in the amount of \$550,635 for: the purchase 100 electronic ticket writers in the amount of \$337,875 from Tyler Technologies through their national Interlocal Purchasing Agreement with Sourcewell; the purchase of a traffic accident investigation laser scanner in the amount of \$131,103 and traffic accident laser scanner accessories in the amount of \$5,897 from Geomatic Resources, through an Interlocal Agreement with DIR; the replacement of speed detection LIDAR devices in the amount of \$26,000; the purchase of commercial vehicle weight scales and transport boxes, in the amount of 49,760; authorize the City Manager to execute the renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms**

Mr. Ryan Simpson, Support Services Division Manager advised the committee basically there is no budget established for FY2021 for one-time purchases. Acting Chairman Giessner remarked he wanted the item discussed to identify different options available for purchase. *Mr. Giessner questioned if there is a time when the fund has to be closed. Mr. Simpson answered no, there is no time frame. Committee member Clemson moved to approve and send to City Council for review and approval. Mr. Giessner seconded. Motion carried 2 – 0.*

**Item 21 – Change Order/Amendment No. 5 with Hill & Wilkinson General Contractors for City Hall Municipal Campus Phase Two construction work in the amount of \$98,214.32 for plumbing work, landscaping additions, COVID- 19 costs, added painting scope, repair of existing conditions, removal of the temporary construction yard and adjustments based on code requirements**

Mr. Andy Henning, Senior Building and Construction Projects Manager informed the committee that this vendor has been a good partner through all of this, and it is nothing short of a miracle that the project is still on budget because of unforeseen discoveries. *Acting Chairman Giessner asked what some of the Covid-19 costs are. Mr. Henning said we split the cost with Hill & Wilkinson. We hired a medical provider to be at the entrance of the contraction site and no positive cases have been reported. Mr. Giessner inquired when the project will be completed. Mr. Henning replied in approximately 4-5 weeks. Mr. Giessner moved to approve and send to City Council for review and approval. Committee member Clemson seconded. Motion carried 2 – 0.*

**Item 22 – Resolution declaring expectation expenditures with proceeds of future debt in the amount of \$159,545 for Change Order/Amendment No. 3 with Pacheco Koch Consulting Engineers, Inc. for Phase 2 of SW 5<sup>th</sup> Street for parking and roadway design**

Mr. Johnson advised the committee this is for the area behind Firehouse Gastro Park. *Acting Chairman Giessner questioned the out year. Mr. Johnson answered yes, that when it was*



*budgeted. It is an approximate 12-month construction job. Mr. Giessner asked if he foresees any problems from Union Pacific railroad in getting this project done. Mr. Johnson said we would catch any problems during the design phase. We lease all of that from them. Mr. Giessner moved to approve and send to City Council for review and approval. Committee member Clemson seconded. Motion carried 2 – 0.*

**Item 23 – Resolution authorizing the sale of right of way located at 2906 West Oakdale Road to the abutting property owner, Chokas Properties, LLC, a Texas Limited Liability Company, pursuant to Texas Local Government Code, Section 272.001 (b) (1)**

Mr. Johnson informed the committee this is a sliver of a piece of property left over from the right the way. *Committee member Clemson commented that Mr. Chokas went above and beyond what we asked him to do and clarified if he takes over the ownership, then will be also be responsible for continuing to maintain the property. Mr. Johnson replied yes ma'am. Ms. Clemson moved to approve and send to City Council for review and approval. Acting Chairman Giessner seconded. Motion carried 2 – 0.*

*Acting Chairman Giessner gave an invitation for citizens to speak. Mr. Barron Fraker, I.T. Systems Administrator verified that no citizens were present for the video conference. Mr. Giessner thanked staff members and department managers for meeting on zoom and that he appreciated the quality of the agendas and details. We miss Mr. Swafford and hope to see him back as soon as possible.*

Executive Session

There was no executive session at today's meeting.

The Finance and Government Committee meeting adjourned at 3:24 p.m.

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Greg Giessner, Acting Chairman  
Finance and Government Committee

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Date



Legislation Details (With Text)

**File #:** 20-10590      **Version:** 1      **Name:** Utility Auditing Services  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/6/2020      **In control:** Purchasing  
**On agenda:** 12/15/2020      **Final action:**  
**Title:** Purchase of Electric and Gas Utility Auditing services from Troy & Banks at 33% of realized savings  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [20-10590 21009 - CC EXHIBIT](#)

Date	Ver.	Action By	Action	Result
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**From**  
Angi Mize

**Title**  
Purchase of Electric and Gas Utility Auditing services from Troy & Banks at 33% of realized savings

**Presenter**  
Cathy Patrick, Director of Audit Services

**Recommended Action**  
Approve

**Analysis**  
The City of Grand Prairie periodically hires consultants to review utility bills for the purpose of verifying the City is not being improperly charged. The independent consultant will provide an audit of the utility bills received by the City, primarily in the area of electrical and natural gas service. In general, the following process is expected of the selected auditor: Analyze utility invoices; perform a physical inventory of equipment at each location if needed; provide reconciliation and discrepancy list as a result; and report claims on the audit results.

Compensation for this audit will be on a contingency fee basis as a percentage of actual revenue recovered. Troy & Banks will receive 33% of all monies refunded or credited to the City.

Request for proposals #21009 was advertised and distributed to 19 vendors. There were no Grand Prairie vendors available for this service and only one HUB vendor. Four responses were received as shown on attachment A.

The award was based on best value criteria set up in the specification, including cost, experience of the firm, prior experience working with municipalities and best overall value for the City.


**Financial Consideration**

Funding is available in FY 2020/2021 various departmental gas and electric accounts. Payments will be charged to budget accounts where savings are realized.

# Utility Audit Services

RFP #21009

## SCORECARD

	Evaluation Score Card				
	Utility Audit RFB # 21009	Nuenergy White Plains NY	Proficiency Billing West Helena, AR	Tri Stem Robinson, TX	Troy & Banks Buffalo, NY
Evaluation Criteria	Maximum Score	Score	Score	Score	Score
Price	10.00	9.00	0.00	10.00	10.00
Experience in projects similar	15.00	12.00	2.00	15.00	15.00
Experience methodology strategies	15.00	14.00	3.00	12.00	14.00
Personnel Qualifications	15.00	13.00	4.00	14.00	14.00
Working with other Municipalities	25.00	11.67	3.33	25.00	23.33
Best Overall Value	20.00	16.00	5.33	16.00	18.67
<b>Total</b>	<b>100.00</b>	<b>75.67</b>	<b>17.67</b>	<b>92.00</b>	<b>95.00</b>



Legislation Details (With Text)

**File #:** 20-10600      **Version:** 1      **Name:** Global Gaming - Bowles Water Tower  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 3/5/2020      **In control:** Public Works  
**On agenda:** 12/15/2020      **Final action:**  
**Title:** Revised Agreement and time extension with Global Gaming LSP, LLC for the Lone Star Park Logo on the Bowles Water Tower for an additional 5-year term at \$600 monthly  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Lone Star Advert. Agmt \(2020\).2.docx](#)

Date	Ver.	Action By	Action	Result
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**From**  
Max

**Title**  
Revised Agreement and time extension with Global Gaming LSP, LLC for the Lone Star Park Logo on the Bowles Water Tower for an additional 5-year term at \$600 monthly

**Presenter**  
Gabe Johnson, Director of Public Works

**Recommended Action**  
Approve

**Analysis**  
The City and Lone Star Park, LTD entered into an advertising agreement on the 20<sup>th</sup> of November, 2003, providing for the placement of the Lone Star Park logo on the City’s Elevated Water Tank known as the Bowles Water Tower; and the agreement expired on November 20, 2011 and the City and Lone Star Park, LTD entered a new agreement effective November 13, 2012 which expires November 13, 2020.

Lone Star Park at Grand Prairie is the name under which Global Gaming LSP, LLC does business and Global Gaming has acquired Lone Star Park, LTD’s rights to contract with respect to the Lone Star Park logo. At the current time, the City and Lone Star Park desire to enter into a new advertising agreement to maintain the existing logo on the Bowles Water Tower.

The City shall maintain the Lone Star Park at Grand Prairie logo on the east and west face of its Bowles Park Water Tower throughout the term of this agreement as currently configured or changed as the parties may agree in the event that the tank is repainted during the term of this agreement. The City shall provide all advertising

copy in a camera-ready format for insertion in racing programs during the term of this agreement.

Lone Star Park shall pay the City SIX HUNDRED DOLLARS (\$600.00) each month during the term of this agreement for maintaining the Lone Star Park logo on the Bowles Water Tower. In addition, Lone Star Park shall provide: 1) Daily ¼ page advertisements in the Lone Star Today and the Bar & Book, 2) One 14” x 42” indoor backlit sign prominently located on the second floor of the grandstand near the escalator to be displayed during the term of this agreement, and 3) daily promotional messages on the Bar and Book message center boards.

The term of the agreement shall be five years from the Effective Date of the agreement.

**Financial Consideration**

Revenue will remain the same at \$600 per month.



Legislation Details (With Text)

**File #:** 20-10670      **Version:** 1      **Name:** Agreement to lease SendPro P Service Mail Sorting and Postage Hardware with Software from Pitney Bowes, Inc.

**Type:** Agenda Item      **Status:** Consent Agenda

**File created:** 12/4/2020      **In control:** Engineering

**On agenda:** 12/15/2020      **Final action:**

**Title:** Agreement to lease SendPro P Series Mail Sorting and Postage Hardware with Software for four years from Pitney Bowes Inc. through a national inter-local agreement with BuyBoard at an estimated annual cost of \$16,822 for a total cost for all four years of \$67,286

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [City of Grand Prairie Lease.pdf](#)  
[Expenditure Information Form.doc](#)

Date	Ver.	Action By	Action	Result
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**From**

Felicia S. Diggs

**Title**

Agreement to lease SendPro P Series Mail Sorting and Postage Hardware with Software for four years from Pitney Bowes Inc. through a national inter-local agreement with BuyBoard at an estimated annual cost of \$16,822 for a total cost for all four years of \$67,286

**Presenter**

Gabe Johnson, Director of Public Works

**Recommended Action**

Approve

**Analysis**

This contract will be for mail sorting and postage hardware with software from Pitney Bowes Inc. through a national inter-local agreement with Buy Board at an estimated annual cost of \$16,822.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In lieu of competitive bidding, items and services may be purchased through such agreements as the agreements have already been bid by the sponsoring entity or agency. The City of Grand Prairie has master inter-local cooperative agreements with various entities including BuyBoard.

The BuyBoard is able to save money by pooling the impressive purchasing power of their members, which include hundreds of school districts, municipalities, counties, other local governments, and nonprofits across

Texas. They use the power of numbers as leverage to get better prices with the same vendors we use now.

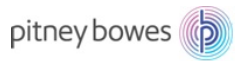
Pitney Bowes through their BuyBoard contract 576-18 offers mail sorting and postage hardware and software.

The BuyBoard contract began December 1, 2018 and will expire November 30, 2021.

**Financial Consideration**

Funds are available in FY 2020/2021 Water Wastewater Fund (361010 - 61485) Revenue Management and will be charged accordingly on orders through the end of the current fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.





# State and Local Fair Market Value Lease

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Agreement Number

## Your Business Information

<b>Full Legal Name of Lessee / DBA Name of Lessee</b>	<b>Tax ID # (FEIN/TIN)</b>
CITY OF GRAND PRAIRIE	756000543

### Sold-To: Address

317 College St, Grand Prairie, TX, 75050-5636, US

<b>Sold-To: Contact Name</b>	<b>Sold-To: Contact Phone #</b>	<b>Sold-To: Account #</b>
Ann Searcey	972-237-8000	0011569010

### Bill-To: Address

317 College St, Grand Prairie, TX, 75050-5636, US

<b>Bill-To: Contact Name</b>	<b>Bill-To: Contact Phone #</b>	<b>Bill-To: Account #</b>	<b>Bill-To: Email</b>
Ann Searcey	972-237-8000	0011569010	asearcey@gptx.org

### Ship-To: Address

317 College St, Grand Prairie, TX, 75050-5636, US

<b>Ship-To: Contact Name</b>	<b>Ship-To: Contact Phone #</b>	<b>Ship-To: Account #</b>
Sylvia Molinar	9722378201	0011569010

PO #

## Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWV	5lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA4	500 Dept Analytics
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSJ	Connect+ 270 LPM Speed
1	AZBD	SendPro P3000 Series WOW
1	AZBE	SendPro P Series Mono Print Module
1	CAAC1	Premium Cost Accounting for PSeries
1	M9SS	Mailstream Intellilink Services
1	ME1D	Meter Equipment - P Series, HV
1	MSD2	15" Color Touch Display
1	MSPS	SendPro P Series Power Stacker

1	MW90806	Power Stacker Extension
1	MW96000	Weighing Platform
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM3	SoftGuard for SendPro P3000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard
1	SPE	SendPro Enterprise Offer
	BAS2SPE	SPE Bus. Analysis Whiteglove Followup
	SMS1SPE	SPE SPS MID Assist Service
1	SPE-BASIC-1000	SendPro Enterprise Basic Sub 1000
1	SPE22	Low to Mid Volume 4" Label Printer
1	SPE30	100 lb. Tabletop Scale
	SPEPS	SPE Implementation
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro Enterprise Offer)
1	TS1M	ENVELOPES #10 GUMMED, WHITE
1	TS31	Low to Mid Vol Cont. Therm Direct Labels

## Your Payment Plan

Initial Term: 48 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
48	\$ 1,401.79	\$ 4,205.37

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power<sup>®</sup> transaction fees included
- Purchase Power<sup>®</sup> transaction fees extra

## Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at <http://www.pb.com/states> and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX<sup>®</sup> equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

BuyBoard #576-18

State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

## Sales Information

Stephanie Norris

stephanie.norris@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



Legislation Details (With Text)

**File #:** 20-10672      **Version:** 1      **Name:** City of Grand Prairie's Chapter 380 Economic Development Program

**Type:** Resolution      **Status:** Consent Agenda

**File created:** 12/15/2020      **In control:** Economic Development

**On agenda:** 12/15/2020      **Final action:**

**Title:** Resolution Establishing the City of Grand Prairie's Chapter 380 Economic Development Program

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [CRITERIA FOR CHAPTER 380 GRANT CONSIDERATION](#)

Date	Ver.	Action By	Action	Result
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**From**

Marty Wieder

**Title**

Resolution Establishing the City of Grand Prairie's Chapter 380 Economic Development Program

**Presenter**

Marty Wieder, Director of Economic Development

**Recommended Action**

Approve

**Analysis**

The City originally created an Office of Economic Development more than 20 years ago to oversee economic development programs authorized by Texas law and approved by the City Council. Included among those programs are ones authorized by Chapter 380 of the Texas Local Government Code (the "Program"), to promote state and local economic development and to stimulate business and commercial activity in the City. Grand Prairie has determined that this Program will directly establish a public purpose- and that all transactions involving the use of public funds and resources in the establishment and administration of the Program as authorized will promote state and local economic development and will stimulate and promote business and commercial activity in the City.

The City of Grand Prairie operates an Economic Development Program which seeks to build wealth and create a sustainable economic environment in and around the City limits. Among other objectives, the Grand Prairie Economic Development Program:

- Encourages a positive, business-friendly atmosphere-which permits all City Departments entrepreneurial opportunities to help foster and expedite new investments and projects;

- Seeks to remove obstacles toward property acquisition, investment, construction and safe operations;
- Builds on and maximizes the City's aviation, aerospace and automotive research, design and component manufacturing or assembly history;
- Capitalizes on Grand Prairies' location in the middle of 8+ million people in North Central Texas.

The City of Grand Prairie Economic Development Program utilizes several tools to facilitate wealth creation, investment, applied technology, well-paying careers and sales tax revenue generating ventures; including:

- Chapter 312 Tax Abatements (on both real and personal property investments) for higher investment advanced technology, research and development, manufacturing and assembly;
- Chapter 380 sales and/or real property tax rebates, particularly in association with projects constructed within Tax Increment Reinvestment Zone (TIRZ) #1 and #3;
- Occasional grants through a redevelopment and revitalization fund established by the Type B Grand Prairie Sports Facilities Development Corporation;
- Attractive leases and/or sales of City-owned parcels within TIRZ #1 and #3;
- Grants when appropriate as funded by the City of Grand Prairie Local Government Corporation and/or the Grand Prairie Economic Development Foundation;

The City will continue to use due caution in the analysis of any tax, fee, or water and wastewater incentives that are used to encourage development. Ideally, a cost/benefit (fiscal impact) analysis will be performed as a part of such analysis. Annually, the City will also assess the current boundaries of the tax increment reinvestment zones and determine their ongoing viability.

#### Financial Consideration

N/A

#### Body

### **A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, ESTABLISHING AN ECONOMIC DEVELOPMENT PROGRAM PURSUANT TO CHAPTER 380 OF THE LOCAL GOVERNMENT CODE, TO BE ADMINISTERED BY THE ECONOMIC DEVELOPMENT DEPARTMENT; CONTAINING FINDINGS AND OTHER PROVISIONS RELATED TO THE SUBJECT**

**WHEREAS**, Article 3, Section 52-a of the Texas Constitution authorized the legislature to provide for the creation of programs and the making of loans and grants of public money for certain specified public purposes; and

**WHEREAS**, pursuant to such authorization, the legislature passed Chapter 380 of the Texas Local Government Code ("Local Government Code"), which authorizes municipalities to establish certain economic development programs (hereinafter referred to as a "Chapter 380 Program"); and

**WHEREAS**, Section 380.001 of the Local Government Code permits a municipality to establish and provide for the administration of one or more Chapter 380 Programs to promote state or local economic development and to stimulate business and commercial activity in the municipality, including programs for making loans and grants of public money and providing personnel and services of the municipality; and

**WHEREAS**, under Section 380.001 of the Local Government Code, the governing body of a municipality may administer a Chapter 380 Program by the use of municipal personnel, and may accept contributions, gifts, or other

resources to develop and administer a Chapter 380 Program; and

**WHEREAS**, pursuant to Section 380.002 of the Local Government Code, a home-rule municipality with a population of more than 100,000 may create Chapter 380 Programs for the grant of public money to any organization exempt from taxation under Section 501(a) of the Internal Revenue Code of 1986 (the "Code"}, as an organization described in Section 501(c)(3) of the Code (a "Tax Exempt Organization"), for the following public purposes:

- (i) development and diversification of the economy of the state;
- (ii) elimination of unemployment or underemployment in the state; and
- (iii) development or expansion of commerce

in the state; (collectively, the "Public Purposes "); and

**WHEREAS**, any grant under Section 380.002(a) of the Local Government Code must be in furtherance of the Public Purposes, and shall be used by the recipient as determined by the recipient's governing board for programs found by the municipality to be in furtherance of Section 380.002 of the Local Government Code, and under conditions prescribed by the municipality; and

**WHEREAS**, Section 380.002 of the Local Government Code also a municipality to grant public money to a development corporation created by this municipality under the Development Corporation act for the purposes specified in Section 380.002(b); and

**WHEREAS**, the funds granted by the municipality under Section 380.002 shall be derived from any source lawfully available to the municipality under its charter or other law, other than from the proceeds of bonds or other obligations of the municipality payable from ad valorem taxes; and

**WHEREAS**, under Section 380.003 of the Local Government Code, a municipality may, as an agent of the State, provide matching funds for a federal program that requires local matching funds from a state agency, to the extent state agencies that are eligible decline to participate or do not fully participate in the program ; and

**WHEREAS**, the Director of the Economic Development Department has recommended that the City of Grand Prairie more formally establish a Chapter 380 Program which will permit the City to provide loans, grants, and/or matching funds under any or all sections of Chapter 380 of the Local Government Code as may be determined by the City Council; and

**WHEREAS**, in order to establish guidelines for Chapter 380 assistance eligibility, the Director of the Economic Development Department has recommended that City Council adopt the "Criteria for Chapter 380 Assistance" set forth in Exhibit "A" to this Resolution; and

**WHEREAS**, a Chapter 380 Program will benefit the City by stimulating business and commercial activity within Grand Prairie;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:**

**SECTION 1.** The City Council hereby adopts the findings set out in the preamble hereof and hereby establishes the City of Grand Prairie Chapter 380 Program under the provisions of Chapter 380 of the Local Government Code. The purposes of the Chapter 380 Program shall be:

- (i) to make grants or loans of public money and to provide personnel and/or services of the City of Grand Prairie for the purpose of promoting state or local economic development and to stimulate business and commercial activity in the City of Grand Prairie, pursuant to Chapter 380 of the Local Government Code;
- (ii) to accept contributions, gifts or other resources pursuant to Section 380.001 of the Local Government Code, for the purpose of developing and administering the program;
- (iii) to make grants of public money under Section 380.002 of the Local Government Code, to one or more Tax Exempt Organizations, or other entities authorized to receive such grants under Section 380.002 of the Local Government Code; and
- (iv) to provide matching funds under Section 380.003 of the Local Government Code for a federal program that requires local matching funds from a state agency to the extent state agencies that are eligible decline to participate or do not fully participate in the program.

**SECTION 2.** The Program shall be administered by the Director of the Economic Development Department or such Director's designee (the "Director"). Qualified applicants for Chapter 380 assistance shall generally meet the "Criteria for Chapter 380 Assistance" guidelines attached hereto as Exhibit "A"; provided, however, that the Director may propose an application for assistance which does not meet all the criteria if, in the opinion of the Director, the application is otherwise meritorious. Proposals for grants, loans or matching funds to qualified applicants which are recommended by the Director may be presented to the appropriate Council committee. Proposals which are recommended shall be presented to City Council for consideration and approval, and for appropriation of any necessary funds. Funding for the Program's loans, grants and matching funds shall be provided on a case by case basis, based upon the recommendations of the Director, as approved by City Council.

**SECTION 3.** That this Resolution shall be and become effective immediately upon and after its adoption and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15th DAY OF DECEMBER 2020.**

CITY OF GRAND PRAIRIE, TEXAS  
CRITERIA FOR CHAPTER 380 GRANT CONSIDERATION

The City of Grand Prairie's Chapter 380 Program provides financial assistance in the form of performance-based grants to qualified businesses for eligible projects located within the city limits. Eligible projects must clearly stimulate the type of business investment and commercial activity desired in Grand Prairie.

All applications for assistance are reviewed by the Director of the Department of Economic Development ("Director") and staff on a case-by-case basis. Eligible projects which are recommended by the Director will be submitted to City Council for consideration of the proposed assistance package. All assistance is subject to City Council approval of the proposed project and the assistance package and is further subject to City Council's concurrent appropriation of funding for the specific project.

Eligible projects may include (but are not limited to) manufacturing (especially advanced technology), research and development, revitalization, retail/restaurant, commercial, entertainment and regional service facilities. An eligible project must include:

- a. construction of substantial new real property improvements of at least b. documented equity investment of at least \$1,000,000; c. documented creation of at least 25 new full-time jobs (40-hours per week), and retention of such jobs for a period of no less than seven years. 1. Letter from applicant (and completion of an application) therein describing the proposed project, its impact upon the community and its fiscal effect upon the City (as well as municipal service impact) and outlining requested financial assistance.
2. Business Plan including, but not limited to, executive summary, company history, historical and proforma financial information and resumes of the company principal(s).
3. Phase I Environmental of the real property to be developed.
4. Survey of the real property to be developed.
5. Preliminary plans for the proposed real property improvements or renovations.
6. Two preceding years' Financial Statements for applicant entity.
7. Nonrefundable application fee of \$2000.00 to partially defray the cost of staff time to process and review the application. The Director may waive this fee for applicants which are non-profit entities or for applications located within targeted development zones (i.e. within Census tracts qualifying for New Market Tax Credits, within TIRZ #1 and/or #3, and within the Opportunity Zone).



\$2,500,000 in value, or extensive renovation of existing improvements, preferably on land owned or to be acquired by the applicant; and

Assistance packages shall have a maximum term. Chapter 380 Program grants shall be structured as performance-based grants which require repayment if required performance levels are not met.

Applicants for assistance shall initiate consideration by submitting the following items:

Applications for assistance will be reviewed for qualification and feasibility by City staff. Recommended applications for assistance will be considered at committee meetings and City Council meetings conducted pursuant to the Texas Open Meetings Act. Additional information concerning a proposed project may be requested by the Director, City staff, Committee members, or City Council.



Legislation Details (With Text)

<b>File #:</b>	20-10649	<b>Version:</b>	1	<b>Name:</b>	Investment Policy 2020
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	12/1/2020	<b>In control:</b>		<b>In control:</b>	Finance
<b>On agenda:</b>	12/15/2020	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Resolution approving the City's Investment Policy				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Investment Policy Dec 2020 Update.pdf</a>				

Date	Ver.	Action By	Action	Result
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**From**  
Investment Committee

**Title**  
Resolution approving the City's Investment Policy

**Presenter**  
Brady Olsen, Treasury & Debt Manager

**Recommended Action**  
Approve

**Analysis**  
The City's Investment Policy is reviewed at least annually in accordance with State Law, Public Funds Investment Act of Texas (PFIA), or as deemed appropriate through other circumstances.

The scope of the City's amended investment policies will apply to investments of the Sports Corp, unless otherwise indicated. However, the investments for the Sports Corp will be separately and discretely managed apart from City funds. Any changes related to the Sports Corp will also be reviewed and approved by that body.

The substantive sections that have changed for the City include:

- Updating the policy with law and title changes
- Allowing greater use of out-of-state municipal bonds to take advantage of market opportunities

**Financial Consideration**  
There is no financial impact.

**Body**  
**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING THE CITY OF**

**GRAND PRAIRIE REVISED INVESTMENT POLICY TO BECOME EFFECTIVE UPON  
PASSAGE AND APPROVAL**

**WHEREAS, it is the goal of the City to maintain a long-term, stable, and positive financial condition;**

**WHEREAS, well-planned and prudent public funds investment management is essential to achievement  
of the City's goal;**

**WHEREAS, the City is required by State Law to review, revise if necessary, and adopt the City  
Investment Policy on an annual basis.**

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND  
PRAIRIE, TEXAS THAT:**

**SECTION 1. THAT the City Council hereby adopts the Investment Policy, attached as Exhibit A,  
including revisions to the Policy pursuant to Sections 2 and 3.**

**SECTION 2. THAT Authorized Investments as listed in Section IV be revised to allow out of state  
revenue debt; and**

**SECTION 3. THAT a greater portion of out-of-state municipal securities be allowed in the portfolio.**

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS,  
DECEMBER 15, 2020.**

CITY OF GRAND PRAIRIE  
INVESTMENT POLICIES

~~December 17<sup>th</sup>, 2019~~December 15<sup>th</sup> 2020

Formatted: Superscript

Prepared by the Finance Department

Approved by the City Manager  
(Originally approved March, 1986)

Adopted by the City Council ~~December 17<sup>th</sup>, 2019~~December 15<sup>th</sup> 2020

**INVESTMENT POLICIES**  
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**CITY OF GRAND PRAIRIE  
INVESTMENT POLICIES  
MARCH 1, 1986  
As Revised December 17, 2019**

**I. Introduction and Scope**

The City of Grand Prairie (“City”) shall manage and invest its cash with three objectives, listed in order of priority: preservation and safety of principal, liquidity, and yield. The preservation and safety of the principal invested always remains the primary objective.

Cash management is defined as the process of managing monies in order to ensure optimum cash availability and optimum yield on short-term investment of idle cash. Pursued objectives include expediting revenue receipts and slowing down disbursements of cash.

The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of its available cash.

The Public Funds Investment Act Chapter 2256 Government Code of Texas as amended prescribes that each city is to adopt rules governing its investment practices. The "Investment Policies" are intended to fulfill the requirements of this State law.

Further, as administrative agent of the Grand Prairie Sports Facilities Development Corporation, Inc. (“the Sports Corp”) the scope of the City’s investment policies will apply to investments of the Sports Corp, unless otherwise indicated. However, the investments for the Sports Corp will be separately and discretely managed apart from City funds.

**II. Responsibility**

These policies are developed by the City Manager to guide the Chief Financial Officer and staff in investment matters. The overriding goal of the Investment Policies is to enable the City to achieve the objectives of preservation and safety of principal, liquidity and yield while conducting its operations consistent with the Council-Manager form of government established in the City Charter.

The purpose of the Investment Policies is to provide guidelines for the Chief Financial Officer in planning and directing the City's day-to-day investment affairs and in developing recommendations to the City Manager.

The City Manager designates the Chief Financial Officer as the City's chief investment officer. The Treasury and Debt Manager, Controller, and Treasury Analyst are designated as additional investment officers. The Chief Financial Officer is responsible for the City's comprehensive cash management program, including the administration of the Investment Policies. The Chief Financial Officer is responsible for considering the quality and capability of staff involved in investment management and procedures. The Chief Financial Officer shall be responsible for authorizing investments and the Treasury and Debt Manager shall account for investments and pledged collateral in order to maintain appropriate internal controls. The Controller shall be responsible for recording investments in the City's books of accounts. The Internal Audit staff shall audit records monthly and the external auditors will review for management controls on investments and adherence to policy as required by law.

### III. Investment Committee

An Investment Committee consisting of the Treasury Analyst, Treasury and Debt Manager, Controller, Chief Financial Officer, and Deputy City Manager shall meet as frequently as necessary to review the City's investment portfolio. The committee shall also meet as necessary to add or delete a financial institution or broker/dealer from the list of institutions with whom the City may do business or to conduct other business. The committee shall also meet to review prospectuses, financial statements and other performance data on Money Market Mutual Funds and shall formulate recommendations on the advisability of investing in specific funds for the consideration of the City Council.

Any three of the five investment committee members constitute a quorum. The Treasury and Debt Manager shall serve as chairman of the committee, and maintain written record of investment committee meetings.

### IV. Authorized Investments

The City and Sports Corp may only invest in:

1. Obligations of the United States or its agencies and instrumentalities (except for derivatives and mortgage pass-through securities).
2. Municipal Securities (State, City, County, school or road district general obligation or revenue bonds) ~~(out-of-state bonds shall only be general obligation bonds)~~ with a remaining maturity of three years or less which have received a rating by at least two nationally recognized credit rating agencies of at least A or its equivalent.
3. Commercial paper with a stated maturity of 365 days or less from the date of its issuance that is rated at least A-1, P-1, or the equivalent by at least one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state thereof. The Sports Corp only allows this quality of commercial paper if managed through a local government investment pool.
64. Public Funds Investment Pool with a weighted average maturity of 90 days or less whose investment objectives include seeking to maintain a stable net asset value of \$1 per share. An investment pool shall invest funds in authorized investments permitted by the Public Funds Investment Act. The pool must enter into a contract approved (by resolution) by the Grand Prairie City Council to provide investment services to the City or by the Sports Corporation Board to provide services to the Sports Corp

The pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. The pool must provide monthly reports that contain:

- the types and percentage breakdown of securities in which the pool is invested;
- the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
- the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;

- the book value versus the market value of the pool's portfolio, using amortized cost valuation;
  - the size of the pool;
  - the number of participants in the pool;
  - the custodian bank that is safekeeping the assets of the pool;
  - a listing of daily transaction activity of the entity participating in the pool;
  - the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
  - the portfolio managers of the pool; and
  - any changes or addenda to the offering circular.
- a. To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool that uses amortize cost or fair value accounting must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1.00 net asset value, when rounded and expressed to two decimal places. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, the governing body of the public funds investment pool shall take action as the body determines necessary to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool that uses amortized cost shall report yield to its investors in accordance with regulations if the federal Securities and Exchange Commission applicable to reporting by money market funds.
- b. To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed;
1. equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or
  2. of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.
- c. To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

75. An SEC-registered, no-load money market mutual fund approved (by resolution) by the City Council with a dollar-weighted average portfolio maturity of 90 days or less whose investment objectives include seeking to maintain a stable net asset value of \$1 per share. By state law the City is not authorized to invest in the aggregate more than 80 percent of its monthly average fund balance, excluding bond proceeds, in money market mutual funds described in this subsection or to invest its funds or funds under its control, excluding bond proceeds, in any one money market mutual fund in an amount that exceeds 10 percent of the total assets of the money market mutual fund.

86. Collateralized or insured certificates of deposit and other evidences of deposit at federally insured banks, fully guaranteed or insured by the FDIC (Federal Deposit Insurance Corporation) in the State of Texas.



## **V. Prohibited Investments**

The City's authorized investment options are more restrictive than those allowed by State law. Furthermore, this policy specifically prohibits investment in the following investment securities.

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

## **VI. Diversification**

Investments shall be diversified to reduce the risk of loss resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities.

The asset mix of the City's and Sports Corp portfolio is expressed in terms of maximum commitment so as to allow flexibility to take advantage of market conditions. This policy represents the allowable maximum at the point in time that an investment is placed or security bought, as maturities and call features may affect the portfolio distribution. The asset mix requirements are as follows:

	% City Max	% Sports Corp Max
U.S. Treasury Bills and Notes	100	100
U.S. Agency or Instrumentality Obligations (each type)	25 (a)	40
Repurchase Agreements (except for Bond Proceeds)	20	20
Municipal Securities (total)	40	40
Municipal Securities (out-of-state)	<del>20</del> 40	<del>20</del> 40
Certificates of Deposit (per institution)	20	20
Money Market Mutual Fund	50 (b)	50 (b)
Public Funds Investment Pool	50	<del>80</del> 100

- (a) Total agency investments limited to no more than 100% of the total portfolio.
- (b) State law allows up to 80% of monthly average fund balance, excluding bond proceeds. The City and Sports Corp limit exposure to 50% to reduce risk.

In addition, the City may invest in callable securities but shall limit the total amount to no more than 50% of the portfolio. The Sports Corp does not limit the amount of callable securities.

**VII. Qualifying Institutions**

Financial institutions (Federally insured banks) with and through whom the City invests in Certificate of Deposits shall be located in the State of Texas. Broker/dealers through whom the City purchases U. S. Government securities may include those dealers reporting to the Market Reports Division of the Federal Reserve Bank of New York, also known as the "primary government securities dealers" and Hilltop Securities except that repurchase agreements shall not be executed through Hilltop Securities. In addition, other regional broker/dealers may be considered by the Investment Committee.

The City shall evaluate the financial institutions' and broker/dealers' soundness to the extent the investment committee considers necessary. Investigation may include review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and broker/dealers with whom the City wishes to do business shall provide the financial data requested by the City.

The investment committee shall review the information and decide on the soundness of a financial institution or broker/dealer before adding the institution to the list of those with whom the City does business. The list of approved brokers/dealers shall be annually adopted by the Investment Committee. An institution must be approved by the investment committee and added to the approved list before any business can be transacted with the City.

The City will send the Investment Policy to all approved financial institutions and broker/dealers (approved organizations) annually with a statement that that the City is providing the investment policy to aid in meeting its duties under Financial Industry Regulatory Authority (FINRA) Rule 2111, relating to "knowing your customer." The City deems that by providing the investment policy to approved organizations, the approved organization has reviewed the City's investment policy in satisfaction of the duties under FINRA Rule 2111, which states that organizations are required to "have a reasonable basis to believe that a recommendation is

suitable for a particular customer based on that customer's investment profile.”

### **VIII. Safekeeping**

Investments in U. S. Treasury agency and instrumentality obligations purchased by the city and securities pledged as collateral for certificates of deposit or other evidences of deposit and for repurchase agreements shall be retained in safekeeping in a third party safekeeping bank or in the Federal Reserve Bank in the City's name. The city, financial institution, and the safekeeping bank(s) shall operate in accordance with a master safekeeping agreement signed by all three parties.

Securities owned by the City and collateral securities pledged to the City which must be maintained in safekeeping must be maintained at a bank other than the bank through which the specific owned security is purchased or from which the specific collateral security is pledged.

### **IX. Collateral Securities for Certificates of Deposit and Demand Accounts**

Collateralization is required for all uninsured collected balances, plus accrued interest if any. The City will accept as collateral for its certificates of deposit and demand accounts and other evidences of deposit the following securities:

- FDIC coverage
- Obligations of the United States or its agencies and instrumentalities (except for derivatives and mortgage pass-through securities)
- State, city, county, school, or road district general obligation or revenue bonds\*, except that out-of-state bonds shall be limited to general obligation bonds
- City of Grand Prairie revenue bonds or general obligation bonds, time warrants, tax notes and certificates of obligation
- A Letter of Credit issued by a Federal Home Loan Bank

\* The securities must be rated at least A by at least one of the nationally recognized rating services. Collateral consisting of out-of-state bonds shall be limited to ~~ten-fifty~~ percent (~~1050~~%) of the total collateral pledged by a financial institution.

The securities shall be marked-to-market no less frequently than monthly, and the ratio of collateral market value to amount invested plus accrued interest shall be no less than 105%.

The above constitutes the only acceptable means of collateralizing the City's deposits. Collateral securities must be owned outright by the pledging financial institution. The collateral securities must be held in safekeeping by a third-party custodian designated by the entity and in the City's name pursuant to a safekeeping agreement signed by the financial institution and the City. The pledging financial institution may substitute collateral securities with securities of acceptable quality upon authorization from the City. Collateral shall be audited at least annually by the City's independent auditors and may be audited by the City at any time during normal business hours of the safekeeping bank.

The financial institutions with which the City invests and/or maintains other deposits shall provide monthly, and as requested by the City, a listing of the City's certificates of deposit and other deposits at the institution

and a listing of the collateral pledged to the City marked to current market prices. The listing shall include total pledged securities itemized by:

- Name
- Type/description
- Par value
- Current market value
- Maturity date
- Nationally recognized credit rating agency rating (if available)

The City and the financial institutions shall assume responsibility for ensuring that collateral is sufficient and may stipulate seasonal adjustments to accommodate higher cash volume.

#### **X. Investment Practice - General**

All investment decisions shall be internally documented and approved before execution by any two of the investment officers. All funds reported in the City's Comprehensive Annual Financial Report (CAFR) are included in the Pooled Investment Fund. Any of the above investment officers may order investments orally, but the financial institution or broker/dealer shall follow up the investment order with a written confirmation.

All investments purchased by the City and held in safekeeping in a third-party safekeeping institution shall be purchased "delivery versus payment." That is, the City shall authorize the release of its funds only after it has received notification from the safekeeping bank that a purchased security has been received in the City's safekeeping account. This notification may be oral, but will be followed up in writing with the original safekeeping receipt.

The City must have confirmation from the Federal Reserve Bank or Federal Home Loan Bank of Dallas that collateral pledged from a financial institution is in the City's account before investing in certificates of deposit or other evidences of deposit at the financial institution. This confirmation may be oral, but must be followed up in writing with the original safekeeping receipt.

Competitive quotations shall always be taken for certificates of deposit and shall be taken for U.S. Treasury security investments as considered prudent by the investment committee.

Effect of Loss of Required Rating – All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. This includes consideration of final maturity date, realized amount of gain/loss, alternative investment options, rating agency analyses and their rationale.

Rating changes will be monitored through the information published by the rating agencies, industry newsletters and broker/dealer notifications.

#### **XI. Reporting**

The City Manager shall report quarterly to the City Council and Sports Corp on their investments. The report must:

- describe in detail the investment position of the entity on the date of the report;

- be prepared jointly by all investment officers of the City;
- be signed by each investment officer of the City;
- contain a summary statement prepared in compliance with generally accepted accounting principles of each pooled fund group that states the:
  - beginning market value for the reporting period;
  - additions and changes to the market value during the period;
  - ending market value for the period; and
  - fully accrued interest for the reporting period;
- state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
- state the maturity date of each separately invested asset that has a maturity date;
- state the account or fund or pooled group fund in the city for which each individual investment was acquired; and
- state the compliance of the investment portfolio of the City as it relates to:
  - the investment strategy expressed in the City's investment policy; and
  - relevant provisions of the public funds investment act.

If an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Each month Bank of New York Mellon shall provide market prices of all the City's investment securities for which they hold as the City's third party safekeeping bank.

## **XII. Training**

State law requires the investment officers of a local government shall attend at least one training session relating to the investment officers' responsibilities within 12 months of assuming duties. Training must include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

In addition, the Investment Officer must attend an investment training session not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years thereafter. Not less than 8 hours of instruction is required relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

## **XIII. Strategy**

City Funds: The City accounts for investments in one main portfolio and primarily managed through the Pooled Investment Fund. The City may, from time to time, specially designate funds to isolate and distribute interest, such as Epic CIP, TxDot Grants, and TWDB Escrow. In those instances, interest will be distributed to the fund designated; otherwise, investment earnings will be pooled and distributed according to city policy and management or council direction. Sports Corp will be kept separate.

The investment maturity schedule shall correspond with the City's projected cash flow needs. Remaining maturities on individual investments purchased shall be no longer than 3 years, except exempt funds which would be subject to a maximum maturity of 5 years. Exempt funds would include long-term required reserves such as the Cemetery Perpetual Care Fund or bond reserve funds. An average remaining maturity of 365 days or less shall be maintained on bond proceeds, subject to arbitrage rebate restriction, and the total portfolio average remaining maturity shall not exceed one year.

Bond sale proceeds are part of the Pooled Investment Fund. As such arbitrage is an issue where the city continues to pursue maximizing yield on applicable investments while insuring the safety of capital and liquidity. It is a fiscally sound position to continue optimization of yield and rebate excess earnings, if necessary.

Sports Corp Funds: The Sports Corp portfolio covers operating, reserve and construction project needs. Investment maturities shall be governed within the boundaries of maturity, diversity, liquidity and quality expressed in this policy. Maturities will correspond with cash flow needs of the Sports Corp, but will not exceed 5 years. The total portfolio average will not exceed two years.

#### **XIV. Indemnity**

The City Manager, Deputy City Manager, Chief Financial Officer, Controller, Treasury and Debt Manager, Treasury Analyst, and other Finance Department employees, and the Investment Committee shall be personally indemnified in the event of investment loss provided the Investment Policies are followed.

All participants in the investment process shall seek to act responsibly as custodians of public assets. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Anyone involved in investing City funds shall file with the Chief Financial Officer and the Investment Committee a statement disclosing any personal business relationship and any material financial interest in a business organization that handle City of Grand Prairie investments. An investment officer has a personal business relationship with a business organization if:

1. The investment officer owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed 10% of the investment officers gross income for the prior year; or
3. The investment officer has acquired from the business organization during the prior year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Any investment officer who is related with the second degree by affinity or consanguinity as determined under the Tex. Gov't. Code Ann. Ch. 573 to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship with the City Council and the Texas Ethics Commission.

The standard of prudence to be used by the investment officers shall be the "Prudent Person Rule" as set forth in Tex. Gov't. Code Ann. Sec. 2256.006 and will be applied in the context of managing an overall portfolio: "Investments shall be made with judgment and care under circumstances then prevailing – which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but

for investment, considering the probable safety of their capital as well as the probable income to be derived.”

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibilities for an individual security’s credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

**XV. Policy Revisions**

The policies will be reviewed and adopted annually by the City Council Finance and Government Committee and City Council as well as the Sports Corp Finance and Governance Committee and the Sports Corp Board.

The policies may be amended by recommendation of the City Manager and action (by resolution or minute order) of the City Council and Sports Corp. Investment Policy revisions may become necessary with changes in State law, entity needs, the economy, and investment opportunities. Due to the less frequent timing of Sports Corp Board formal meetings, any administrative changes made by the City Council will apply to the Sports Corp until formal ratification can occur. Administrative matters may include definitions of authorized or unauthorized investments, clarification of matters pertaining to state law and procedures, assignment of investment officers and committees and similar items. No substantive changes to authorized investments, diversification or maximum maturity will be made to Sports Corp funds without their board approval.



Legislation Details (With Text)

**File #:** 20-10638      **Version:** 1      **Name:** Elavon Settlement Courts  
**Type:** Resolution      **Status:** Consent Agenda  
**File created:** 11/24/2020      **In control:** City Council  
**On agenda:** 12/15/2020      **Final action:**  
**Title:** Resolution authorizing the Treasury and Debt Manager to execute a general release with Elavon Inc in the amount of \$141,392.17 regarding credit card transaction processing  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [394750520685 City of Grand Prairie .pdf](#)

Date	Ver.	Action By	Action	Result
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**From**  
Brady Olsen, Treasury & Debt Manager

**Title**  
Resolution authorizing the Treasury and Debt Manager to execute a general release with Elavon Inc in the amount of \$141,392.17 regarding credit card transaction processing

**Presenter**  
Brady Olsen, Treasury & Debt Manager

**Recommended Action**  
Approve

**Analysis**  
This resolution settles and ongoing issue with Elavon Inc. and represents all outstanding funds owed for transactions for a period at the end of 2019.

**Financial Consideration**  
Revenue would be applied to fiscal year 2019-2020.

**Body**  
**A RESOLUTION AUTHORIZING THE TREASURY AND DEBT MANGER TO EXECUTE A GENERAL RELEASE WITH ELAVON INC. REGARDING CREDIT CARD TRANSACTION PROCESSING AND PROVIDING AN EFFECTIVE DATE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:**

**Section 1.** That the Treasury and Debt Manager of the City of Grand Prairie is hereby authorized to execute a General Release with Elavon, Inc. in the amount of \$141,392.17 regarding credit card transaction processing.



**Section 2.** That this Resolution shall be and become effective immediately upon and after its adoption and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS,  
ON DECEMBER 15, 2020.**

## GENERAL RELEASE

WHEREAS, the City of Grand Prairie Retail - Merchant Identification Number 394750520685 (collectively, the "MERCHANT") has made a claim for funds as a result of Elavon Inc.'s alleged failure to properly process credit card transactions which were presented by MERCHANT to Elavon, Inc. for processing by Elavon, Inc. as the Processor and as the Member, (collectively the "RELEASED PARTIES");

WHEREAS, the RELEASED PARTIES have agreed to pay the MERCHANT certain funds, and the parties desire to fully and finally resolve all differences between themselves without further dispute with respect to the transactions which are the subject matter of this General Release;

WHEREAS, the transactions that are the subject matter of the General Release are credit card transactions originating from the City of Grand Prairie Retail from October 1, 2019 through December 31, 2019, which MERCHANT submitted to the RELEASED PARTIES for processing.

NOW, THEREFORE, for and in consideration of \$141,392.17 paid to the MERCHANT, the covenants contained in this Release, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the MERCHANT, intending to be legally bound, agrees as follows:

1. As a material inducement for the RELEASED PARTIES making the payment described above, the MERCHANT, on behalf of itself/himself/herself, its/her/his attorneys, employees, agents, predecessors, successors, and assigns, hereby releases, acquits, and forever discharges the RELEASED PARTIES and each of their present and former directors, officers, employees, trustees, agents, attorneys, insurers, parent corporations, subsidiaries, divisions, related and affiliated companies and entities, shareholders, representatives, predecessors, successors, and assigns of and from any and all liabilities, claims, liens, demands, actions, causes of action, obligations, losses, injuries, damages, costs, attorneys' fees, contribution, expenses and other legal responsibilities of any form whatsoever, which now exist or may hereinafter accrue, whether joint or several, known or unknown, absolute or contingent, due or to become due, disputed or undisputed, liquidated or unliquidated, express or implied, or legal or equitable arising out of the transactions which are the subject matter of this General Release.

2. For the purpose of implementing a full and complete release and discharge of all claims, the MERCHANT expressly acknowledges that this Release is intended to include in its effect, without limitation, all claims that the MERCHANT does not know or suspect to exist in their favor at the time of execution hereof and further acknowledges that the settlement agreed upon contemplates the extinguishment of any such claim or claims.

3. This Release shall be governed by and construed in accordance with the laws of the State of Texas. Whenever possible, each provision of this Release shall be interpreted in such a manner as to be effective and valid under applicable laws. If any provision of this Release is held invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of the Release.

4. This Release constitutes the entire agreement of the parties with respect to the release of funds held by the RELEASED PARTIES, and it supersedes all prior or contemporaneous oral and written agreements and discussions with regard to the funds at issue. Subject to Texas Constitutional and state law restrictions, the MERCHANT promises, represents, and warrants that it/he/she will indemnify and hold harmless the RELEASED PARTIES against any loss or any other liability whatsoever, including reasonable attorneys' fees and costs, caused by any breach of this Release by

the MERCHANT or its/his/her successors in interest.

5. The MERCHANT states that it/he/she has carefully read the foregoing release, knows the contents thereof, and signs the same of its/his/her own free will with the opportunity to seek advice of counsel of its/his/her own choosing and without reliance upon any statement or representation of the parties released or their representatives, and further acknowledges, declares, represents and warrants that it/he/she has the power and authority to bind the parties hereto.

6. MERCHANT understands and agrees that the settlement between the RELEASED PARTIES is a compromise of disputed claims and that neither the RELEASE nor the payment of funds shall be construed as an admission on the part of the RELEASED PARTIES of any wrongdoing or liability, nor shall they be admissible as evidence in any proceeding except a proceeding to enforce or for breach of this Release.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020

City of Grand Prairie Retail (“Merchant”)

\_\_\_\_\_  
Brady Olsen  
Treasury and Debt Manager City of Grand Prairie Retail



Legislation Details (With Text)

**File #:** 20-10645      **Version:** 1      **Name:** Ordinance amending the FY 2020/2021 Budget for ACE agreement  
 Budget Amendment for ACE agreement

**Type:** Ordinance      **Status:** Consent Agenda

**File created:** 12/1/2020      **In control:** City Council

**On agenda:** 12/15/2020      **Final action:**

**Title:** Ordinance amending the FY 2020/2021 Baseball Operating Fund by appropriating \$1,300,000 from fund balance for a cash grant to MLC Dallas Stadium Co, LLC (or related assignee), and \$200,000 from contingency for a maintenance reserve deposit

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Mini FS Baseball Fund 2022](#)

Date	Ver.	Action By	Action	Result
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**From**

Becky L. Brooks, CFO

**Title**

Ordinance amending the FY 2020/2021 Baseball Operating Fund by appropriating \$1,300,000 from fund balance for a cash grant to MLC Dallas Stadium Co, LLC (or related assignee), and \$200,000 from contingency for a maintenance reserve deposit

**Presenter**

Becky L. Brooks. Chief Financial Officer

**Recommended Action**

Approve

**Analysis**

On 11/17/2020, City Council approved agenda item 20-10384 authorizing City Manager to execute a 380 Agreement and a Ground Lease with MLC Dallas Stadium Co, LLC in the amount of \$1,300,000 cash grant and another \$200,000 maintenance reserve deposit. The cash grant is to be paid upon final execution of all legal matters, and written request of the tenant, which will occur prior to commencement of construction. The maintenance reserve deposit is to be provided on or before the Rent Commencement Date (as defined in the Lease) and after tenant has met agreement provisions. If the provisions are not met within the FY 2020/2021, the authorization will lapse and a new appropriation requested in FY 2021/2022.

The Baseball Operating Fund is a fund that originally collected an optional sales tax levy. Once the levy was discontinued for that purpose, the fund continued to carry residual balances and accrued rent payments, which are now in excess of \$1,800,000. Staff and outside bond counsel believe that the use of those funds toward another sports-related project at the same location is appropriate.

**Financial Consideration**

Funding for the grant, in the amount of \$1,300,000, is available from the unobligated fund balance in the FY 2020/2021 Baseball Operating Fund (317992). The \$200,000 in maintenance reserve deposit will also come from the Baseball Operating Fund in an contingency account of \$500,000 previously authorized.

**Body**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/21 BASEBALL OPERATING FUND BY APPROPRIATING \$1,300,000 FROM THE UNOBLIGATED FUND BALANCE IN THE FY 2020/2021 BASEBALL OPERATING FUND (317992) AND FOR A CASH GRANT AND \$200,000 FROM CONTINGENCY FOR A MAINTENANCE RESERVE DEPOSIT**

**WHEREAS, on 11/17/2020 City Council authorized the execution of a 380 cash grant and a ground lease agreement with MLC Dallas Stadium Co, LLC;**

**WHEREAS, said cash grant requires official appropriation of the City Council through a formal budget amendment; and**

**WHEREAS, balances in the Baseball Operating Fund are deemed available for this purpose.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:**

**SECTION 1. That the FY 2020/2021 Baseball Operating Fund be amended by appropriating \$1,300,000 from the unobligated fund balance for the cash grant.**

**SECTION 2. That the FY 2020/2021 Baseball Operating Fund be amended by transferring \$200,000 from contingency to use as a Maintenance Reserve deposit.**

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, DECEMBER 15, 2020.**



Legislation Details (With Text)

<b>File #:</b>	20-10673	<b>Version:</b>	1	<b>Name:</b>	TIF Board - TIRZ #3 Project Plan
<b>Type:</b>	Ordinance	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	12/4/2020	<b>In control:</b>		<b>In control:</b>	Economic Development
<b>On agenda:</b>	12/15/2020	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Ordinance adopting TIF Board Recommendation related to TIRZ #3 Amended Project Plan & Financing Plan				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">EXHIBIT A - Boundary Description</a> <a href="#">EXHIBIT B - Boundary Map</a> <a href="#">EXHIBIT C - Grand Prairie TIRZ 3 Final Amended PFP v2 (1)</a>				

Date	Ver.	Action By	Action	Result
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**From**

Marty Wieder

**Title**

Ordinance adopting TIF Board Recommendation related to TIRZ #3 Amended Project Plan & Financing Plan

**Presenter**

Marty Wieder, Director of Economic Development

**Recommended Action**

Approve

**Analysis**

The Board of Directors of City of Grand Prairie's Tax Increment Reinvestment Zone (TIRZ) #3 met on November 18, 2020 and recommended adoption of a final Amended Project Plan and Financing Plan. Consultants with David Pettit Economic Development prepared an ordinance for the City Council to consider accepting this Amended Project Plan and Financing Plan confirming a pledge of present and future TIF funds.

In particular, the Amended Project Plan and Financing Plan projects \$86,518,568 in TIF revenues available for project costs between now and 2041 in the following categories:

- Water Facilities and Improvements
- Sanitary Sewer Facilities and Improvements
- Storm Water Facilities and Improvements
- Transit/Parking Improvements TH8029
- Street and Intersection Improvements
- Open Space, Public Facilities and Improvements

- Economic Development Grants
- Administrative Costs

### Financial Consideration

Tax Increment Reinvestment Zone #3 Amended Project Plan and Financing Plan - \$86,518,568

### Body

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING ORDINANCE NO. 6126, CONCERNING TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, CITY OF GRAND PRAIRIE, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, BY EXPANDING THE BOUNDARIES AND EXTENDING THE TERM OF TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE, CITY OF GRAND PRAIRIE, TEXAS**

**WHEREAS**, the City of Grand Prairie, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

**WHEREAS**, the Act provides that the governing body of a municipality by ordinance may designate a noncontiguous geographic area that is in the corporate limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

**WHEREAS**, the City Council desires to promote the development of a certain noncontiguous geographic area in the City, which is more specifically described in *Exhibits "A"* and *"B"* of this Ordinance (the "Zone"), through the expansion of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

**WHEREAS**, on July 13, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6097 designating a contiguous geographic area within the City as a Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

**WHEREAS**, on August 17, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6126 amending Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

**WHEREAS**, on August 17, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6127 Dedicating 100% of the Tax Increment Levied and Collected by the City of Grand Prairie to Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

**WHEREAS**, on August 31, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6130 to reflect the terms of the final negotiated agreements with taxing jurisdictions participating in

Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

**WHEREAS**, by tax year 2012, City of Grand Prairie, Tarrant County, Tarrant County Hospital District and Tarrant County College ceased collection and payment of all increment from the Tarrant County parcels in the Zone as obligations for projects located in the Tarrant County portion of the Zone were fully paid; and

**WHEREAS**, the City Council of the City of Grand Prairie, Texas, now desires to further amend Reinvestment Zone Number Three, City of Grand Prairie, Texas, to expand the boundaries of the existing Reinvestment Zone Number Three and extend the term; and

**WHEREAS**, upon approval of this Ordinance, Reinvestment Zone Number Three, City of Grand Prairie, Texas, will consist of noncontiguous land, as described and depicted in Exhibits "A" and "B" of this Ordinance, a copy of which is attached hereto and is incorporated herein for all purposes; and

**WHEREAS**, Section 311.01 l(e) of the Texas Tax Code, in pertinent part provides, "If an amendment reduces or increases the geographic area of the zone, increases the amount of bonded indebtedness to be incurred, increases or decreases the percentage of a tax increment to be contributed by a taxing unit, increases the total estimated project costs, or designates additional property in the zone to be acquired by the municipality or county, the approval must be by ordinance or order, as applicable, adopted after a public hearing that satisfies the procedural requirements of Sections 311.003(c) and (d);" and

**WHEREAS**, pursuant to and as required by the Act, the City has prepared an Amended *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number One, City of Grand Prairie*, attached as **Exhibit C** (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

**WHEREAS**, notice of the public hearing on the expansion of the proposed zone was published in a newspaper having general circulation in the City on December 9, 2019, which date is before the seventh (7th) day before the public hearing held on December 17, 2019; and

**WHEREAS**, at the public hearing on December 17, 2019, interested persons were allowed to speak for or against the expanded boundaries of the Zone, the extension of the term, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

**WHEREAS**, evidence was received and presented at the public hearing on December 17, 2019, and in favor of the amendment of the Zone; and

**WHEREAS**, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on December 17, 2019; and

**WHEREAS**, the City has taken all actions required to expand the Zone including, but not



limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

**WHEREAS**, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

**WHEREAS**, a Preliminary Project and Finance plan has been prepared for the proposed expanded reinvestment zone.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT:**

**SECTION 1. RECITALS INCORPORATED.**

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

**SECTION 2. FINDINGS.**

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

**(a) That the public hearing on the expansion of the reinvestment zone and extension of the term has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and**

(b) That the expansion of the reinvestment zone with boundaries as described and depicted in *Exhibits "A"* and *"B"* will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and

(c) That the expanded reinvestment zone, as defined in *Exhibits "A"* and *"B"*, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located wholly within the City limits of the City; and
2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 25 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and

(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

### **SECTION 3. DURATION OF THE ZONE.**

That the expanded Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2041; (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

### **SECTION 4. TAX INCREMENT BASE**

**That the Tax Increment Base for the original boundaries of the TIRZ is the total appraised value of all real property taxable by the City and located in the TIRZ, determined as of January 1, 1999, when the TIRZ was designated, and for those parcels added to the TIRZ with this boundary expansion included in this December 17, 2019 amendment, the appraised value is to be determined as of January 1, 2019.**

### **SECTIONS 5. SEVERABILITY CLAUSE.**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

### **SECTION 6. OPEN MEETINGS.**

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by

Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**SECTION 7. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15th DAY OF DECEMBER 2020.**

**EXHIBIT A**  
**BOUNDARY DESCRIPTION**

Grand Prairie TIRZ #3 is noncontiguous and is made up of eight area development zones (ADZ).

**ADZ #1**

Beginning at the point where Lake Ridge Parkway meets the northwestern boundary of Property ID 28JOEPOOLLANDES00, thence

Following the boundary of Property ID 28JOEPOOLLANDES00, continuing across Lake Ridge Parkway to the point it meets the western boundary of Dallas County, thence

North along the western boundary of Dallas County to the point it meets where Lake Ridge Parkway meets the northwestern boundary of Property ID 28JOEPOOLLANDES00, which is the point of beginning.

**ADZ #2**

Beginning at the point where the northwest corner Property ID 05658446 meets the southern right of way boundary of Howell Street, thence

East along the southern right of way boundary of Howell Street to the point it meets the southwest corner of Property ID 10722319, thence

North to the southern right of way boundary of E Abram Street, thence

East along the southern right of way boundary of E Abram Street to the point it meets the western right of way boundary of S Great Southwest Parkway, thence

South along the western right of way boundary of S Great Southwest Parkway to the point it meets the northern right of way boundary of Timberlake Drive, thence

West along the northern right of way boundary of Timberlake Drive, to the point it meets the western boundary of the City of Grand Prairie, thence

Following the western boundary of the City of Grand Prairie west then north, to the point it meets the northwest corner Property ID 05658446 where it meets the southern right of way boundary of Howell Street, which is the point of beginning.

**ADZ #3**

Property ID 40779726, described as SHEFFIELD VILLAGE PH 4, 5 & 6 ADN Block 3 Lot B.

**ADZ #4**

Beginning at the point where the northern boundary of Property ID 03956407 meets the western right of way of S Great Southwest Parkway, thence

South along the eastern boundary of Property ID 03956407 to the point it meets Property ID 41506669, thence

South across Kingswood Boulevard to the eastern boundary of Property ID 04641809, thence

South along the eastern boundary of Property ID 04641809 to the point it meets the northern right of way boundary of W Camp Wisdom Road, thence

South to the southern right of way boundary of W Camp Wisdom Road, thence

East along the southern right of way boundary of W Camp Wisdom Road to the point it meets the eastern right of way boundary of Lake Ridge Parkway, thence

North across W Camp Wisdom Road to the point it meets the southwest corner of Property ID 42182784, thence

North along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the northwest corner of Property ID 42301571, thence

East along the northern boundary of Property ID 42301571 to the point it meets the northwest corner of Property ID 42301589, thence

East along the northern boundary of Property ID 42301589, continuing south along the boundary to the to the point it meets the northeast corner of Property ID 42301597, thence

South along the eastern boundary of Property ID 42301597 to the point it meets the northern right of way boundary of W Camp Wisdom Road, thence

South across W Camp Wisdom Road to the point it meets Property ID 40519597, thence

East along the northern boundary of Property ID 40519597 to the point it meets Property ID 41304950, thence

East along the northern boundary of Property ID 41304950 to the point it meets the western right of way boundary of Bee Drive, thence

South along the western right of way boundary of Bee Drive to the point it meets the eastern right of way boundary of Blanco Drive, thence

North along the eastern right of way boundary of Blanco Drive to the point it meets the eastern right of way boundary of Lake Ridge Parkway, thence

South along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the eastern corner of Property ID 04009568, thence

West along the southern boundary of Property ID 04009568 to the point it meets Property ID 04012305, thence

West along the southern boundary of Property ID 04012305 to the point it meets Property ID 04012208, thence

West along the southern boundary of Property ID 04012208 to the point it meets Property ID 07169086, thence

West along the southern boundary of Property ID 07169086 to the point it meets Property ID 07037252, thence

West along the southern boundary of Property ID 07037252 to the point it meets the eastern right of way boundary of Webb Lynn Road, thence

West across Webb Lynn Road to Property ID 03769372, thence

West along the southern boundary of Property ID 03769372 to the point it meets the eastern right of way boundary of S State Highway 360, thence

North along the eastern right of way boundary of S State Highway 360 to the point it meets the northern boundary of Property ID 04012267, thence

East along the northern boundary of Property ID 04012267 to the point it meets Property ID 07169086, thence

East along the northern boundary of Property ID 07169086 to the point it meets Property ID 04012208, thence

East along the northern boundary of Property ID 04012208 to the point it meets Property ID 04012194, thence

East along the northern boundary of Property ID 04012194 to the point it meets the western right of way boundary of Lake Ridge Parkway, thence

North along the western right of way boundary of Lake Ridge Parkway to the point it meets the southeast corner of Property ID 41537750, thence

West along the southern boundary of Property ID 41537750 to the point it meets Property ID 41537769, thence

West along the southern boundary of Property ID 41537769 to the point it meets Property ID 05976901, thence

North along the western boundary of Property ID 05976901 to the point it meets Property ID 05976898, thence

North along the western boundary of Property ID 05976898 to the point it meets Property ID 41601939, thence

North along the western boundary of Property ID 41601939 to the point it meets the southern right of way boundary of W Camp Wisdom Road, thence

North across W Camp Wisdom Road to the southwest corner of Property ID 04641809, thence

West along the northern right of way boundary of W Camp Wisdom Road to the point it meets the southwest corner of Property ID 03921425, thence

North along the western boundary of Property ID 03921425 to the point it meets Martin Barnes Road, thence

East across Martin Barnes Road to the point it meets Property ID 04641795, thence

North along the eastern right of way boundary of Martin Barnes Road to the point it meets Kingswood Boulevard, thence

North across Kingswood Boulevard to the point it meets Property ID 03956407, thence

North along the western boundary of Property ID 03956407, to the point where the northern boundary of Property ID 03956407 meets the western right of way of S Great Southwest Parkway, which is the point of beginning.

**ADZ #5**

Beginning at the point where the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road meet the corner of Property ID 42232862, thence

South along the western right of way boundary of N Day Miar Road to the point it meets the eastern corner of Property ID 03734072, thence

West along the southern boundary of Property ID 03734072 to the point it meets Property ID 03895076, thence

South along the eastern boundary of Property ID 03895076 to the point it meets Property ID 03895106, thence

West along the southern boundary of Property ID 03895106 to the point it meets Property ID 05978408, thence

West along the southern boundary of Property ID 05978408 to the point it meets the eastern right of way boundary of S State Highway 360, thence

North along the eastern right of way boundary of S State Highway 360 to the point it meets the southwest corner of Property ID 42232862, thence

North along the western boundary of Property ID 42232862 to the point it meets the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road, which is the point of beginning.

**ADZ #6**

Beginning at the point where Property ID 273808 meets the western right of way boundary of FM 661, thence

East across FM 661 to the northwest corner of Property ID 186718, thence

East across the northern boundary of Property ID 186718 to the point it meets the northwest corner of Property ID 186719, thence

East then south along the eastern boundary of Property ID 186719 to the point it meets the eastern boundary of Property ID 186718, thence

South along the boundary of Property ID 186718 to the point it meets Property ID 182243, thence

East then south along the boundary of Property ID 182243 to the point it meets the eastern right of way boundary of FM 661, thence

West across FM 661 to the point the western right of way boundary of FM 661 meets Property ID 273808, thence

South along the eastern boundary of Property ID 273808 to the point it meets Property ID 248355, thence

South along the eastern boundary of Property ID 248355 to the point it meets Property ID 186708, thence

East along the boundary of Property ID 186708 to the point it meets the western right of way boundary of FM 661, thence

East across FM 661 to the point it meets the northwest corner of Property ID 231155, thence

East, then south along the boundary of Property ID 231155, continuing along the boundary until it meets the eastern right of way boundary of FM 661, thence

West across FM 661 to the point it meets the southeast corner of Property ID 186708, thence

West along the southern boundary of Property ID 186708 to the point it meets Property ID 186713, thence

South along the boundary of Property ID 186713, continuing south along the boundary to the point it meets the western boundary of the City of Grand Prairie, thence

North along the western boundary of the City of Grand Prairie as it runs along the eastern right of way boundary of S State Highway 360 to the point it meets Property ID 186699, thence

North along the western boundary of Property ID 186699, continuing east along the boundary until it meets Property ID 273808, thence

East along the northern boundary of Property ID 273808 to the point it meets the western right of way boundary of FM 661, which is the point of beginning.

#### **ADZ #7**

Beginning at the northwest corner of Property ID 28021690010010000 where it meets the southern right of way boundary of W Crossland Boulevard, thence

East along the southern right of way boundary of W Crossland Boulevard to the point it meets the western right of way boundary of S Carrier Parkway, thence

South along the western right of way boundary of S Carrier Parkway, along the eastern boundary of Property ID 28021680010020000, thence

East across S Carrier Parkway to the northwest corner of Property ID 28125000010030000, thence

East along the northern boundary of Property ID 28125000010030000, continuing south along the boundary to the point it meets Property ID 28110450011R10000, thence

East along the northern boundary of Property ID 28110450011R10000, continuing south along the boundary to the point it meets Property ID 28110450011R20000, thence

West along the southern boundary of Property ID 28110450011R20000 to the point it meets S Carrier Parkway, thence



West across S Carrier Parkway to the point it meets Property ID 280216800107C0000, thence

South along western right of way boundary of S Carrier Parkway to the point it meets the southeast corner of Property ID 28021680010080000, thence

West along the northern right of way boundary of Interstate 20 to the point it meets the southwest corner of Property ID 28021680010050000, thence

North along the western boundary of Property ID 28021680010050000 to the point it meets Property ID 28021680010010000, thence

North along the western boundary of Property ID 28021680010010000 to the point it meets Property ID 28021680010090000, thence

North along the western boundary of Property ID 28021680010090000, continuing east along the boundary to the point it meets Property ID 28021690010010000, thence

North along the western boundary of Property ID 28021690010010000 to the point it meets the southern right of way boundary of W Crossland Boulevard, which is the point of beginning.

### **ADZ #8**

ADZ #8 consists of two non-contiguous areas, one north of ADZ #1, within Tarrant County, and one south of ADZ #1, within Dallas County.

North of ADZ #1: Beginning at the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, thence

South along the western right of way boundary of Lake Ridge Parkway to the point it meets the eastern boundary of Tarrant County, thence

North across Lake Ridge Parkway to the eastern right of way boundary of Lake Ridge Parkway, thence

North along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the southwest corner of Property ID 04009533, thence

West across Lake Ridge Parkway to the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, which is the point of beginning.

South of ADZ #1: Beginning at the southern border of the original Dallas county boundaries of TIRZ #3, where it meets the eastern right of way boundary of Lake Ridge Parkway, thence

South along the eastern right of way boundary of Lake Ridge Parkway, across Joe Pool Lake, to the point Lake Ridge Parkway meets the City of Grand Prairie limit, thence

West across Lake Ridge Parkway to the western right of way boundary of Lake Ridge Parkway, thence

North along the western right of way boundary of Lake Ridge Parkway to the point it meets the original Dallas county boundaries of TIRZ #3, thence

East across Lake Ridge Parkway to the point where the southern border of the original Dallas county boundaries of TIRZ #3 meets the eastern right of way boundary of Lake Ridge Parkway, which is the point of beginning.



# Tax Increment Reinvestment Zone #3

## City of Grand Prairie, Texas

AMENDED PROJECT AND FINANCING PLAN  
December 2020

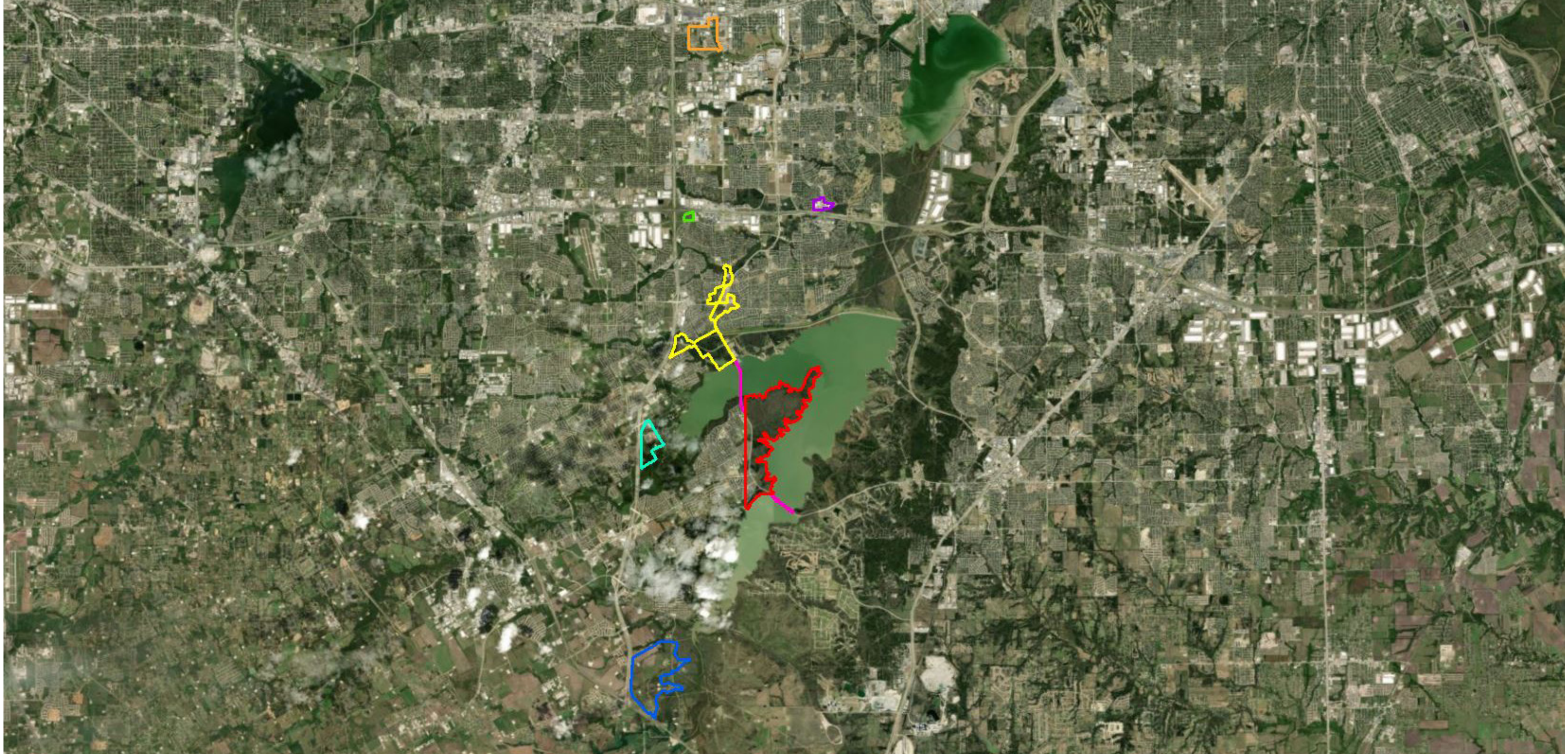
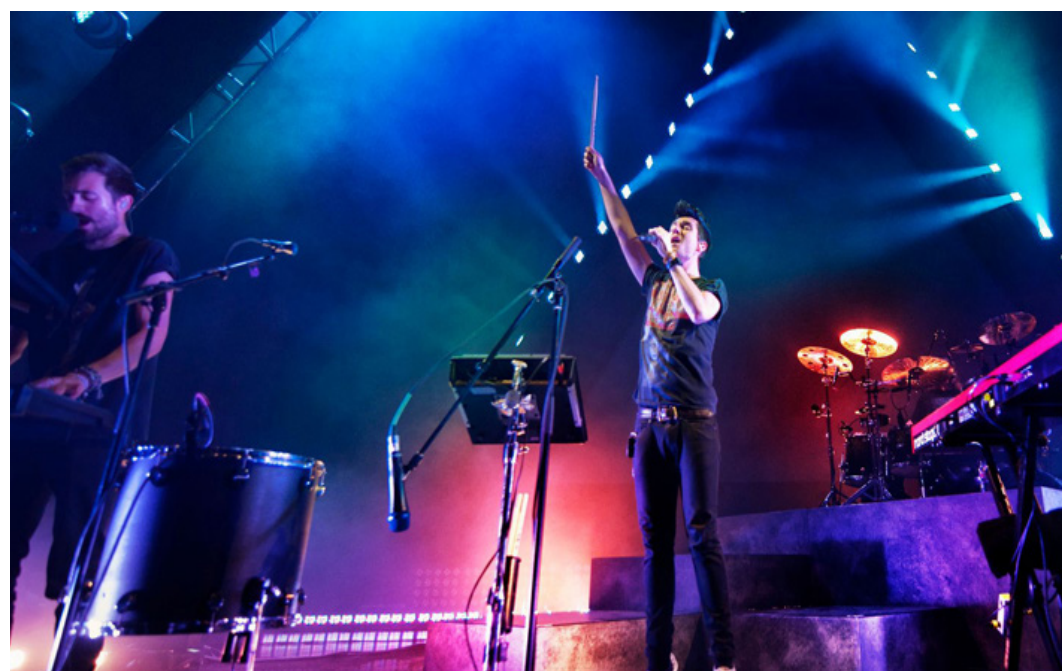




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Grand Prairie, Texas, is centrally located in the Dallas-Fort Worth-Arlington Metropolitan Statistical Area and covers about 81 square miles. With a 2017 population of 190,682, it is the 15th largest city in Texas and in the top 150 nationwide.

The city’s northern border lies 5 to 10 minutes south of the Dallas-Fort Worth International Airport. Passing east and west through Grand Prairie and linking the city with major markets are Interstate 30, a strong entertainment and business corridor, and Interstate 20, developing as a significant retail and corporate location. Quick access to the Dallas-Fort Worth International Airport, the large local markets of Dallas and Fort Worth, and convenient rail and interstate highways continue to attract the new construction of warehouse, distribution and manufacturing buildings.

Local attractions within Grand Prairie include Epic Waters, a community-driven indoor waterpark showcasing 80,000 square-foot of year-round water fun, Lone Star Park, a Class 1 track featuring a European-style paddock and live racing on dirt and grass surfaces, The Theatre at Grand Prairie, a 6,350-seat live performance hall, Action Park Grand Prairie, a \$1.2 million outdoor skate park, and much more.

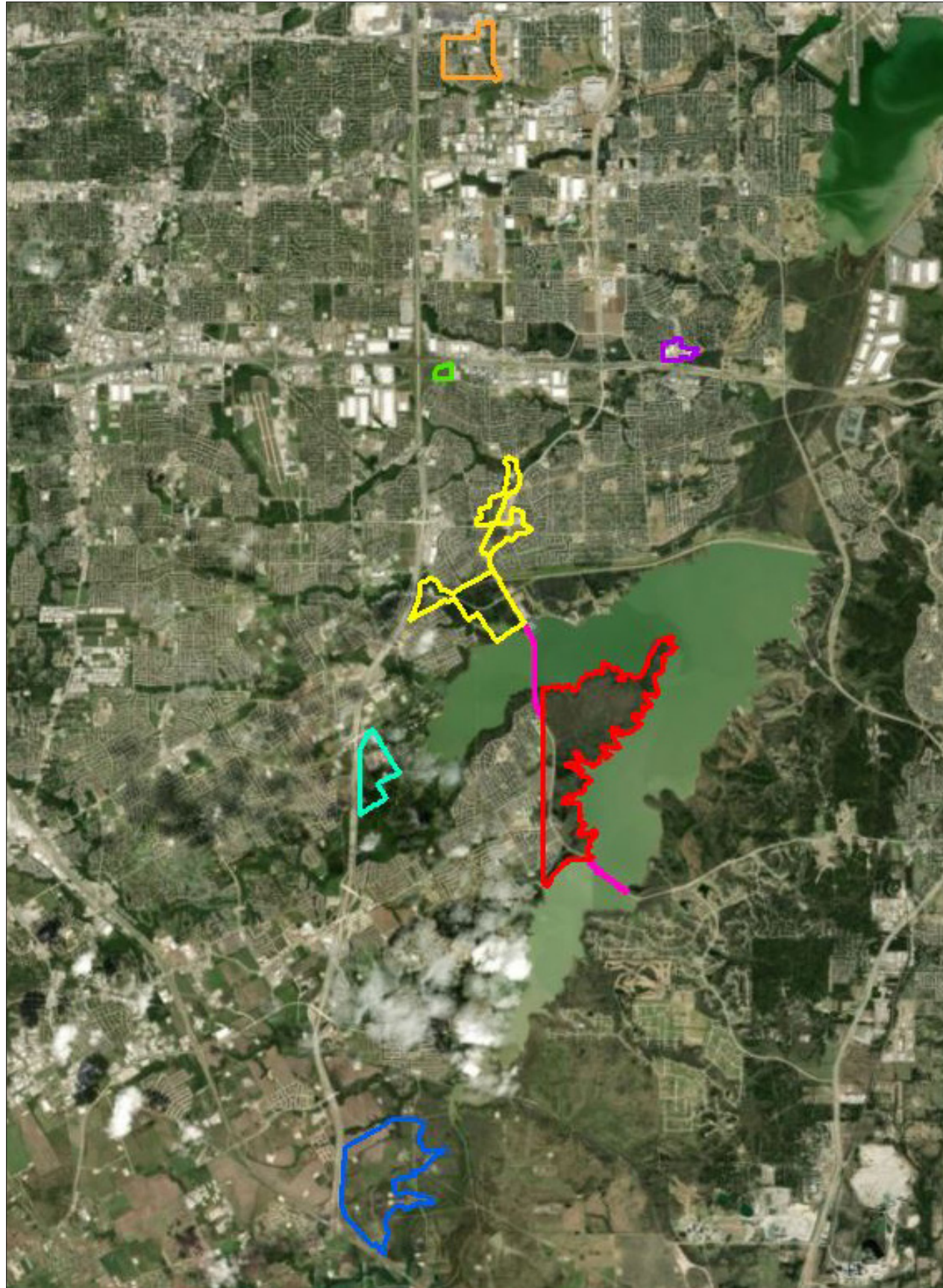


**DISCLAIMER**

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.





### Tax Increment Reinvestment Zone #3, City of Grand Prairie

Tax Increment Reinvestment Zone #3 (TIRZ) was created on July 13, 1999 by the City Council of the City of Grand Prairie, Texas by Ordinance No. 6097. The TIRZ was originally a contiguous area in both Dallas and Tarrant County. By tax year 2012, the City of Grand Prairie, Tarrant County, Tarrant County Hospital District and Tarrant County College ceased collection and payment of all increment from the Tarrant County parcels in the TIRZ as obligations for projects located in the Tarrant County portion of the zone were fully paid. The Dallas county portion of the zone remains in place, and can be seen on the map to the right in red.

In 2019 the TIRZ was amended, expanding the boundaries to include seven additional noncontiguous areas and extending the term to December 31, 2041. The goal is to continue to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ #3 will promote the creation of commercial development consisting of retail, office, hotel, as well as residential development.

The amended project and financing plan outlines the funding of \$86,518,568 in public improvements related to streets, water and sewer improvements, parks and open spaces, and economic development grants. The TIRZ can fund these improvements through the contribution of the City's real property tax increment within the Zone.

Without the implementation of the TIRZ, the specified property would impair the sound growth of the municipality.

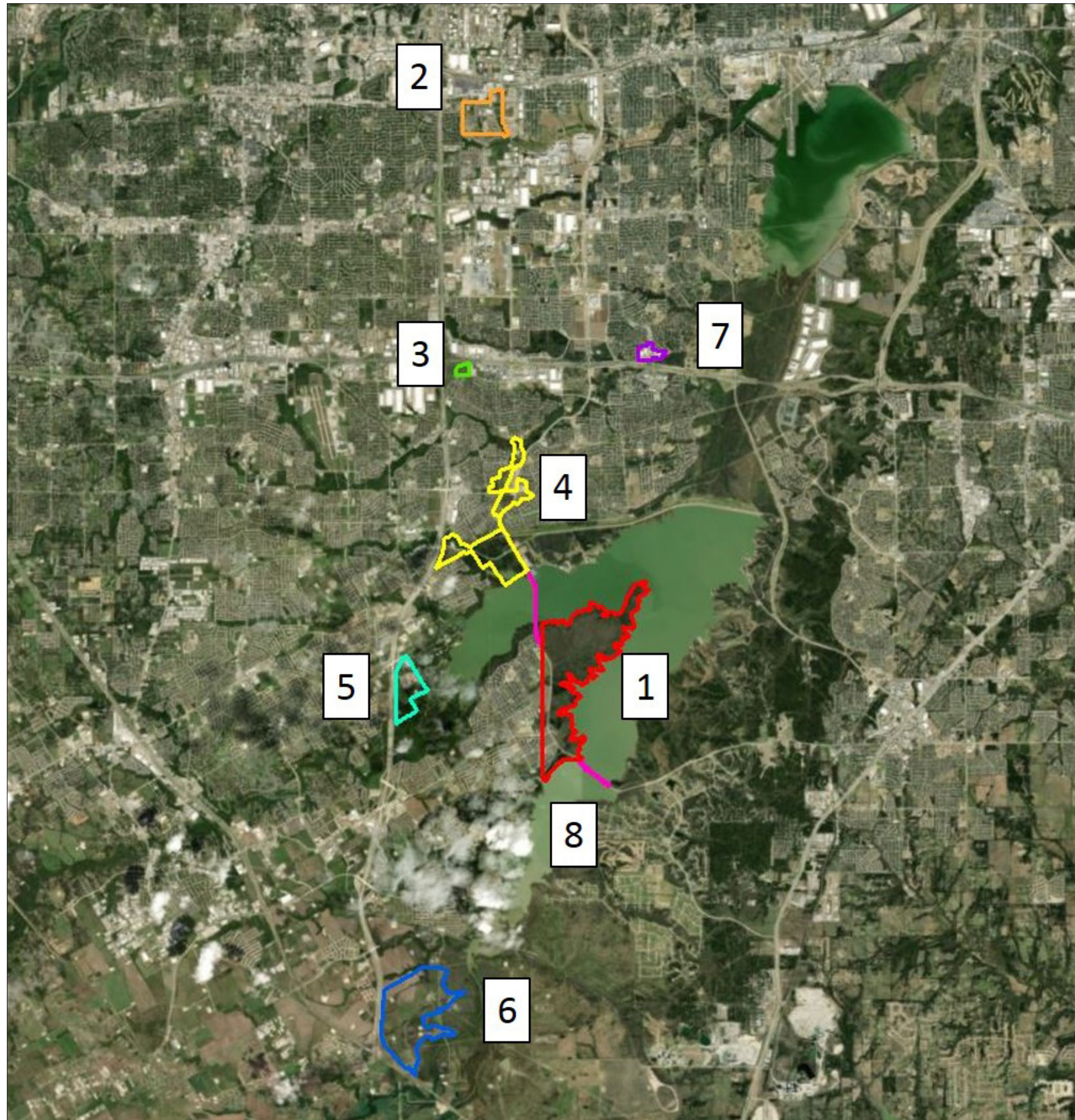
#### Powers and Duties of Board of Directors:

The board of directors of a reinvestment zone shall make recommendations to the governing body of the municipality or county that created the zone concerning the administration of this chapter in the zone. The governing body of the municipality by ordinance or resolution or the county by order or resolution may authorize the board to exercise any of the municipality's or county's powers with respect to the administration, management, or operation of the zone or the implementation of the project plan for the zone, **except that the governing body may not authorize the board to:**

- (1) issue bonds;
- (2) impose taxes or fees;
- (3) exercise the power of eminent domain; or
- (4) give final approval to the project plan.

In addition, the Texas Legislature, as a result of the Supreme Court case and other societal factors, has significantly limited and clarified that eminent domain may only be used by a municipality for a "public use" as opposed to a "public purpose." **As stated above, the board of directors is not granted the power of eminent domain.**



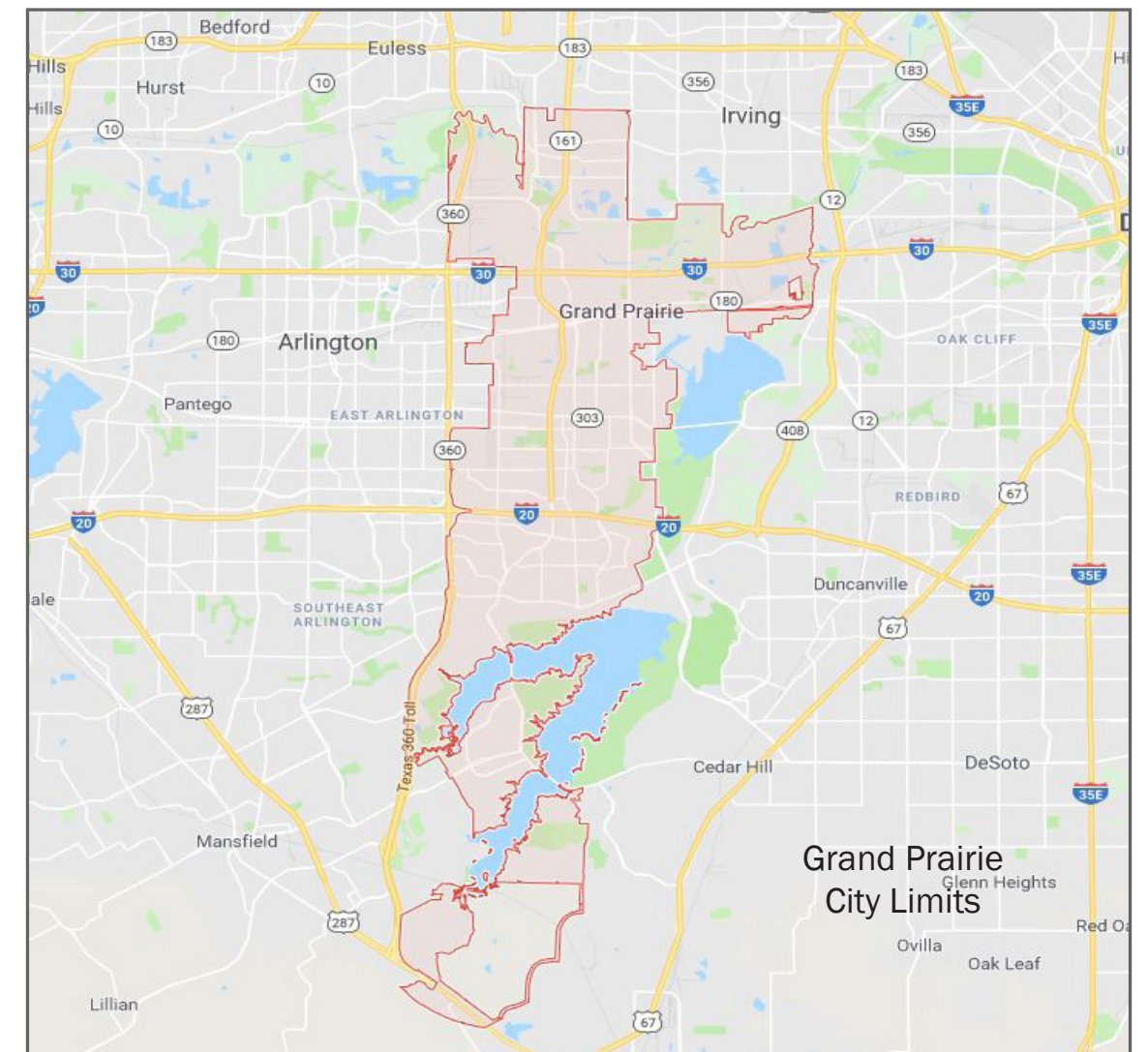


**Boundary Description**

Grand Prairie TIRZ #3 is noncontiguous and is made up of eight area development zones (ADZ) consisting of approximately 1,839 acres.

ADZ #1 consists of the original boundaries of the TIRZ originally created in 1999 and located within Dallas County. The expanded areas created in 2019 include ADZ #2, #3, #4, and #5 all within Tarrant County. Also added in 2019 is ADZ #6 which is located in Ellis County and ADZ #7 located in Dallas County. ADZ #8 consists of portions of Lake Ridge Parkway north and south of ADZ #1, and is located in both Tarrant and Dallas County.

Legal descriptions of each area are included in the following pages of this Project and Financing Plan.





**ADZ #1**

Beginning at the point where Lake Ridge Parkway meets the northwestern boundary of Property ID 28JOEPOOLLANDES00, thence

Following the boundary of Property ID 28JOEPOOLLANDES00, continuing across Lake Ridge Parkway to the point it meets the western boundary of Dallas County, thence

North along the western boundary of Dallas County to the point it meets where Lake Ridge Parkway meets the northwestern boundary of Property ID 28JOEPOOLLANDES00, which is the point of beginning.



**ADZ #2**

Beginning at the point where the northwest corner Property ID 05658446 meets the southern right of way boundary of Howell Street, thence

East along the southern right of way boundary of Howell Street to the point it meets the southwest corner of Property ID 10722319, thence

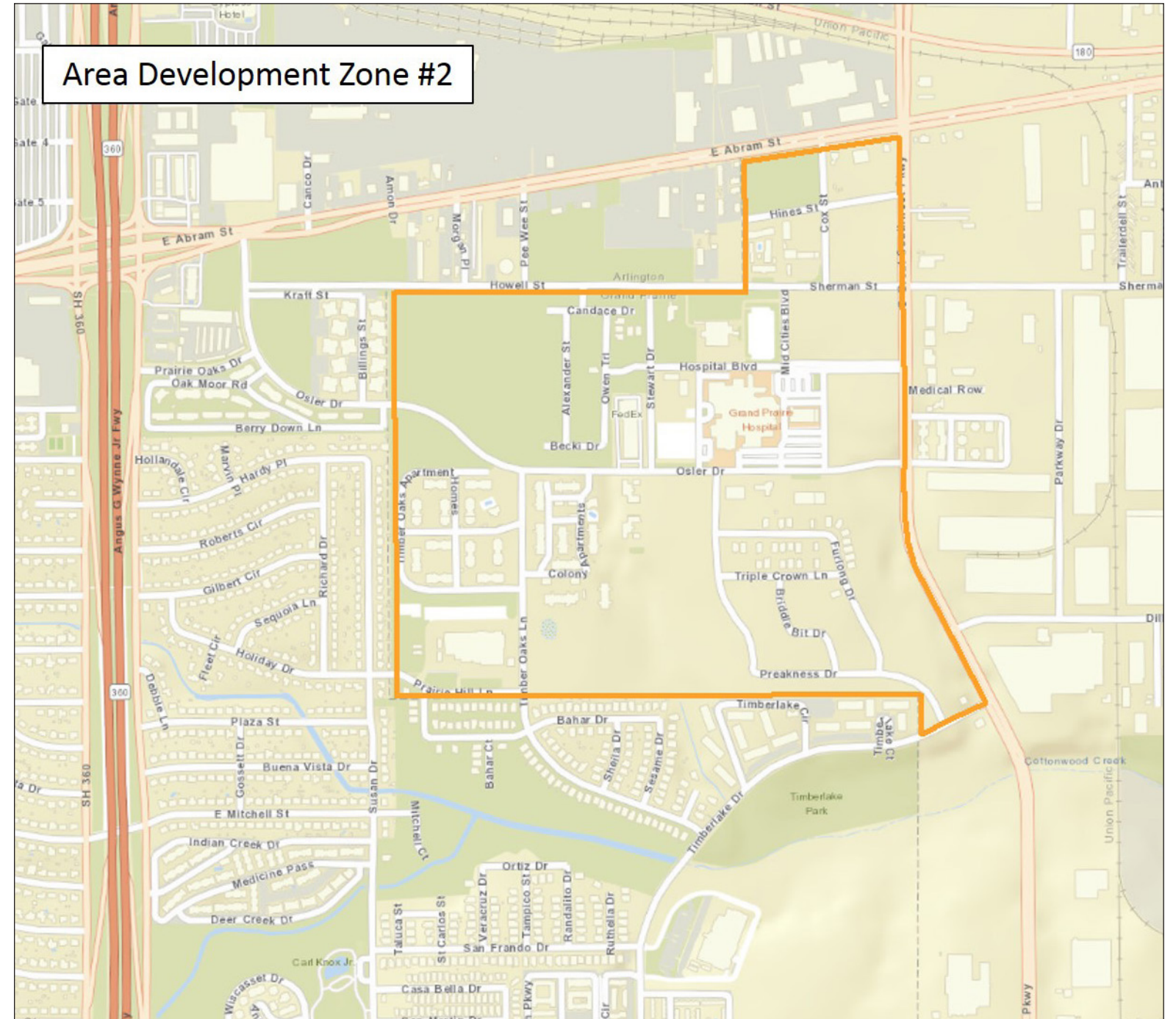
North to the southern right of way boundary of E Abram Street, thence

East along the southern right of way boundary of E Abram Street to the point it meets the western right of way boundary of S Great Southwest Parkway, thence

South along the western right of way boundary of S Great Southwest Parkway to the point it meets the northern right of way boundary of Timberlake Drive, thence

West along the northern right of way boundary of Timberlake Drive, to the point it meets the western boundary of the City of Grand Prairie, thence

Following the western boundary of the City of Grand Prairie west then north, to the point it meets the northwest corner Property ID 05658446 where it meets the southern right of way boundary of Howell Street, which is the point of beginning.

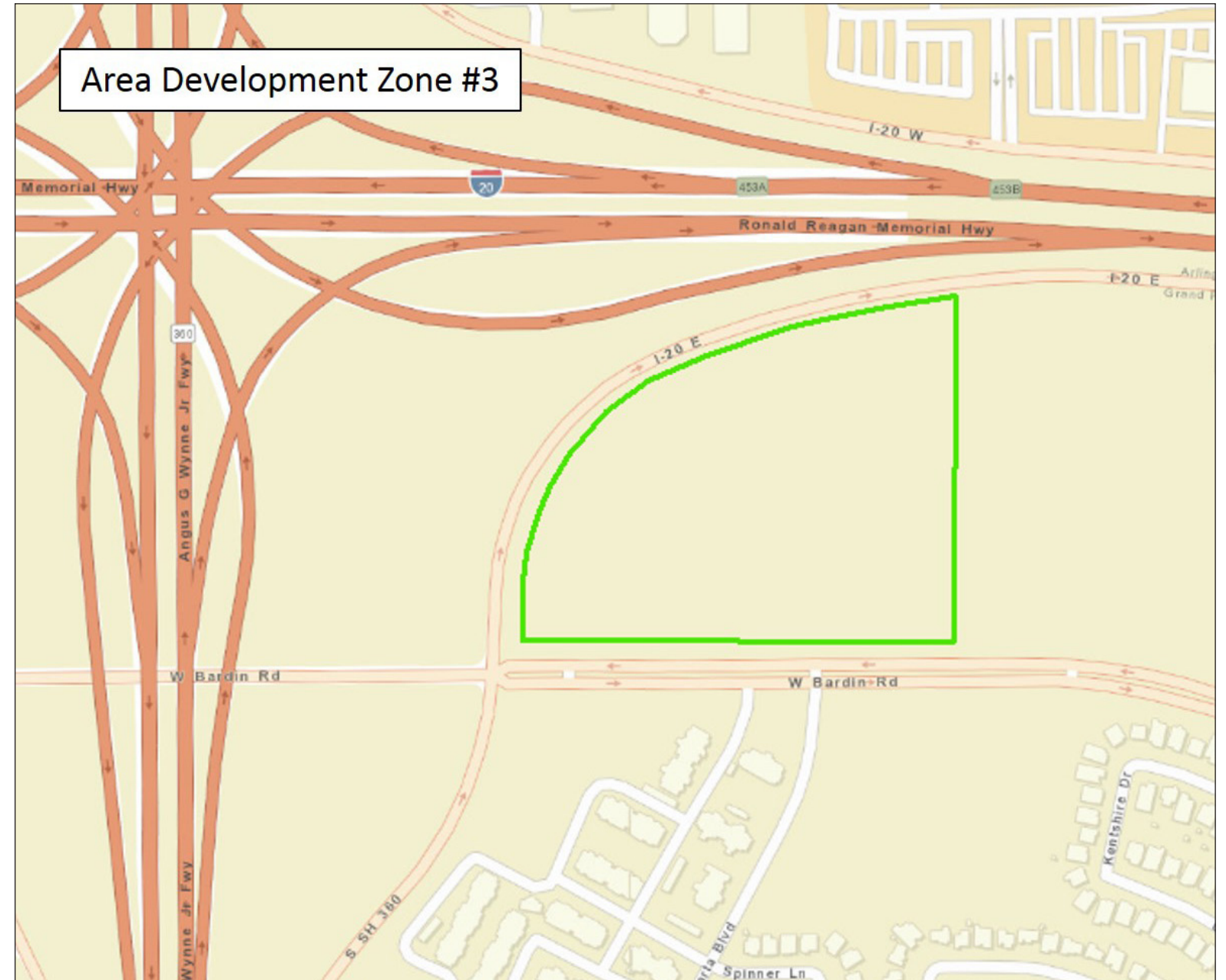




TIRZ Boundary

ADZ #3

Property ID 40779726, described as SHEFFIELD VILLAGE PH 4, 5 & 6 ADN Block 3 Lot B.





## TIRZ Boundary

### ADZ #4

Beginning at the point where the northern boundary of Property ID 03956407 meets the western right of way of S Great Southwest Parkway, thence

South along the eastern boundary of Property ID 03956407 to the point it meets Property ID 41506669, thence

South across Kingswood Boulevard to the eastern boundary of Property ID 04641809, thence

South along the eastern boundary of Property ID 04641809 to the point it meets the northern right of way boundary of W Camp Wisdom Road, thence

South to the southern right of way boundary of W Camp Wisdom Road, thence

East along the southern right of way boundary of W Camp Wisdom Road to the point it meets the eastern right of way boundary of Lake Ridge Parkway, thence

North across W Camp Wisdom Road to the point it meets the southwest corner of Property ID 42182784, thence

North along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the northwest corner of Property ID 42301571, thence

East along the northern boundary of Property ID 42301571 to the point it meets the northwest corner of Property ID 42301589, thence

East along the northern boundary of Property ID 42301589, continuing south along the boundary to the point it meets the northeast corner of Property ID 42301597, thence

South along the eastern boundary of Property ID 42301597 to the point it meets the northern right of way boundary of W Camp Wisdom Road, thence

South across W Camp Wisdom Road to the point it meets Property ID 40519597, thence

East along the northern boundary of Property ID 40519597 to the point it meets Property ID 41304950, thence

East along the northern boundary of Property ID 41304950 to the point it meets the western right of way boundary of Bee Drive, thence

South along the western right of way boundary of Bee Drive to the point it meets the eastern right of way boundary of Blanco Drive, thence



## TIRZ Boundary

### ADZ #4 (continued)

North along the eastern right of way boundary of Blanco Drive to the point it meets the eastern right of way boundary of Lake Ridge Parkway, thence

South along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the eastern corner of Property ID 04009568, thence

West along the southern boundary of Property ID 04009568 to the point it meets Property ID 04012305, thence

West along the southern boundary of Property ID 04012305 to the point it meets Property ID 04012208, thence

West along the southern boundary of Property ID 04012208 to the point it meets Property ID 07169086, thence

West along the southern boundary of Property ID 07169086 to the point it meets Property ID 07037252, thence

West along the southern boundary of Property ID 07037252 to the point it meets the eastern right of way boundary of Webb Lynn Road, thence

West across Webb Lynn Road to Property ID 03769372, thence

West along the southern boundary of Property ID 03769372 to the point it meets the eastern right of way boundary of S State Highway 360, thence

North along the eastern right of way boundary of S State Highway 360 to the point it meets the northern boundary of Property ID 04012267, thence

East along the northern boundary of Property ID 04012267 to the point it meets Property ID 07169086, thence

East along the northern boundary of Property ID 07169086 to the point it meets Property ID 04012208, thence

East along the northern boundary of Property ID 04012208 to the point it meets Property ID 04012194, thence

East along the northern boundary of Property ID 04012194 to the point it meets the western right of way boundary of Lake Ridge Parkway, thence

### ADZ #4 (continued)

North along the western right of way boundary of Lake Ridge Parkway to the point it meets the southeast corner of Property ID 41537750, thence

West along the southern boundary of Property ID 41537750 to the point it meets Property ID 41537769, thence

West along the southern boundary of Property ID 41537769 to the point it meets Property ID 05976901, thence

North along the western boundary of Property ID 05976901 to the point it meets Property ID 05976898, thence

North along the western boundary of Property ID 05976898 to the point it meets Property ID 41601939, thence

North along the western boundary of Property ID 41601939 to the point it meets the southern right of way boundary of W Camp Wisdom Road, thence

North across W Camp Wisdom Road to the southwest corner of Property ID 04641809, thence

West along the northern right of way boundary of W Camp Wisdom Road to the point it meets the southwest corner of Property ID 03921425, thence

North along the western boundary of Property ID 03921425 to the point it meets Martin Barnes Road, thence

East across Martin Barnes Road to the point it meets Property ID 04641795, thence

North along the eastern right of way boundary of Martin Barnes Road to the point it meets Kingswood Boulevard, thence

North across Kingswood Boulevard to the point it meets Property ID 03956407, thence

North along the western boundary of Property ID 03956407, to the point where the northern boundary of Property ID 03956407 meets the western right of way of S Great Southwest Parkway, which is the point of beginning.



**ADZ #5**

Beginning at the point where the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road meet the corner of Property ID 42232862, thence

South along the western right of way boundary of N Day Miar Road to the point it meets the eastern corner of Property ID 03734072, thence

West along the southern boundary of Property ID 03734072 to the point it meets Property ID 03895076, thence

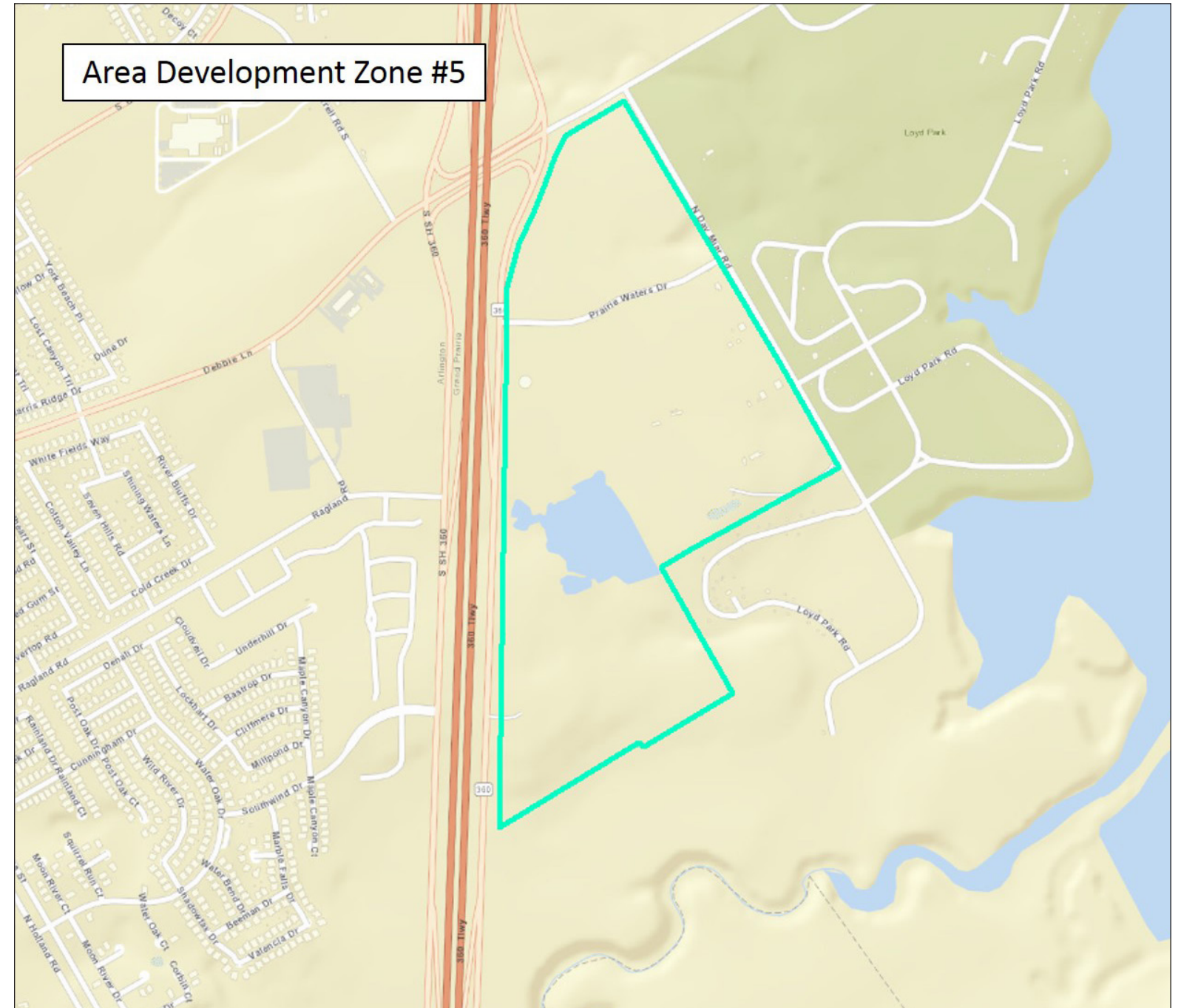
South along the eastern boundary of Property ID 03895076 to the point it meets Property ID 03895106, thence

West along the southern boundary of Property ID 03895106 to the point it meets Property ID 05978408, thence

West along the southern boundary of Property ID 05978408 to the point it meets the eastern right of way boundary of S State Highway 360, thence

North along the eastern right of way boundary of S State Highway 360 to the point it meets the southwest corner of Property ID 42232862, thence

North along the western boundary of Property ID 42232862 to the point it meets the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road, which is the point of beginning.



## TIRZ Boundary

### ADZ #6

Beginning at the point where Property ID 273808 meets the western right of way boundary of FM 661, thence

East across FM 661 to the northwest corner of Property ID 186718, thence

East across the northern boundary of Property ID 186718 to the point it meets the northwest corner of Property ID 186719, thence

East then south along the eastern boundary of Property ID 186719 to the point it meets the eastern boundary of Property ID 186718, thence

South along the boundary of Property ID 186718 to the point it meets Property ID 182243, thence

East then south along the boundary of Property ID 182243 to the point it meets the eastern right of way boundary of FM 661, thence

West across FM 661 to the point the western right of way boundary of FM 661 meets Property ID 273808, thence

South along the eastern boundary of Property ID 273808 to the point it meets Property ID 248355, thence

South along the eastern boundary of Property ID 248355 to the point it meets Property ID 186708, thence

East along the boundary of Property ID 186708 to the point it meets the western right of way boundary of FM 661, thence

East across FM 661 to the point it meets the northwest corner of Property ID 231155, thence

East, then south along the boundary of Property ID 231155, continuing along the boundary until it meets the eastern right of way boundary of FM 661, thence

West across FM 661 to the point it meets the southeast corner of Property ID 186708, thence

West along the southern boundary of Property ID 186708 to the point it meets Property ID 186713, thence

South along the boundary of Property ID 186713, continuing south along the boundary to the point it meets the western boundary of the City of Grand Prairie, thence



North along the western boundary of the City of Grand Prairie as it runs along the eastern right of way boundary of S State Highway 360 to the point it meets Property ID 186699, thence

North along the western boundary of Property ID 186699, continuing east along the boundary until it meets Property ID 273808, thence

East along the northern boundary of Property ID 273808 to the point it meets the western right of way boundary of FM 661, which is the point of beginning.



## TIRZ Boundary

### ADZ #7

Beginning at the northwest corner of Property ID 28021690010010000 where it meets the southern right of way boundary of W Crossland Boulevard, thence

East along the southern right of way boundary of W Crossland Boulevard to the point it meets the western right of way boundary of S Carrier Parkway, thence

South along the western right of way boundary of S Carrier Parkway, along the eastern boundary of Property ID 28021680010020000, thence

East across S Carrier Parkway to the northwest corner of Property ID 28125000010030000, thence

East along the northern boundary of Property ID 28125000010030000, continuing south along the boundary to the point it meets Property ID 28110450011R10000, thence

East along the northern boundary of Property ID 28110450011R10000, continuing south along the boundary to the point it meets Property ID 28110450011R20000, thence

West along the southern boundary of Property ID 28110450011R20000 to the point it meets S Carrier Parkway, thence

West across S Carrier Parkway to the point it meets Property ID 280216800107C0000, thence

South along western right of way boundary of S Carrier Parkway to the point it meets the southeast corner of Property ID 28021680010080000, thence

West along the northern right of way boundary of Interstate 20 to the point it meets the southwest corner of Property ID 28021680010050000, thence

North along the western boundary of Property ID 28021680010050000 to the point it meets Property ID 28021680010010000, thence

North along the western boundary of Property ID 28021680010010000 to the point it meets Property ID 28021680010090000, thence

North along the western boundary of Property ID 28021680010090000, continuing east along the boundary to the point it meets Property ID 28021690010010000, thence

North along the western boundary of Property ID 28021690010010000 to the point it meets the southern right of way boundary of W Crossland Boulevard, which is the point of beginning.



## TIRZ Boundary

### ADZ #8

ADZ #8 consists of two non-contiguous areas, one north of ADZ #1, within Tarrant County, and one south of ADZ #1, within Dallas County.

North of ADZ #1: Beginning at the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, thence

South along the western right of way boundary of Lake Ridge Parkway to the point it meets the eastern boundary of Tarrant County, thence

North across Lake Ridge Parkway to the eastern right of way boundary of Lake Ridge Parkway, thence

North along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the southwest corner of Property ID 04009533, thence

West across Lake Ridge Parkway to the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, which is the point of beginning.

South of ADZ #1: Beginning at the southern border of the original Dallas county boundaries of TIRZ #3, where it meets the eastern right of way boundary of Lake Ridge Parkway, thence

South along the eastern right of way boundary of Lake Ridge Parkway, across Joe Pool Lake, to the point Lake Ridge Parkway meets the City of Grand Prairie limit, thence

West across Lake Ridge Parkway to the western right of way boundary of Lake Ridge Parkway, thence

North along the western right of way boundary of Lake Ridge Parkway to the point it meets the original Dallas county boundaries of TIRZ #3, thence

East across Lake Ridge Parkway to the point where the southern border of the original Dallas county boundaries of TIRZ #3 meets the eastern right of way boundary of Lake Ridge Parkway, which is the point of beginning.





## Current Conditions

### Land Use

The TIRZ contains both commercial and residential improvements as well as some vacant land.

### Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of implementation.

### Zoning

The property within the TIRZ is currently zoned for a wide variety of uses. The current zoning includes Industrial, Single Family, Agricultural, Multifamily, Retail and Office, as well as areas designated for Planned Development.

It is not anticipated that there will be any changes to the master plan, building codes or other municipal ordinances or subdivision rules and regulations of the City at this time.

### Taxable Value Information

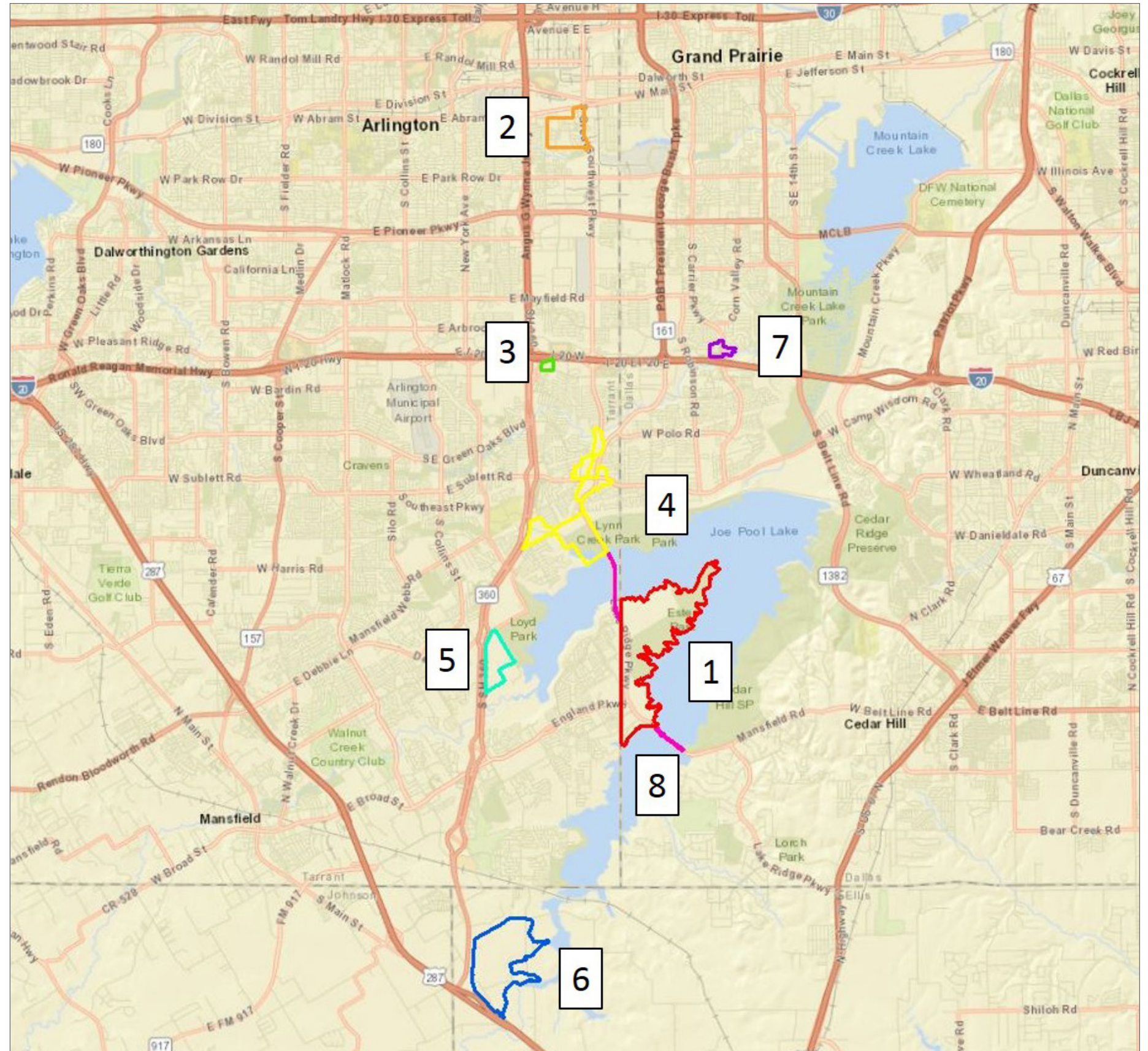
There are 551 parcels within Tax Increment Reinvestment Zone #3. The 2019 base taxable value of the expanded area is \$229,572,251. The 1999 base taxable value for the original TIRZ within Dallas County is \$274,463.

It is the City's desire to have the land developed, potentially facilitated by a direct transfer agreement between the City and a private entity, pursuant to Chapter 272 of the Local Government Code.

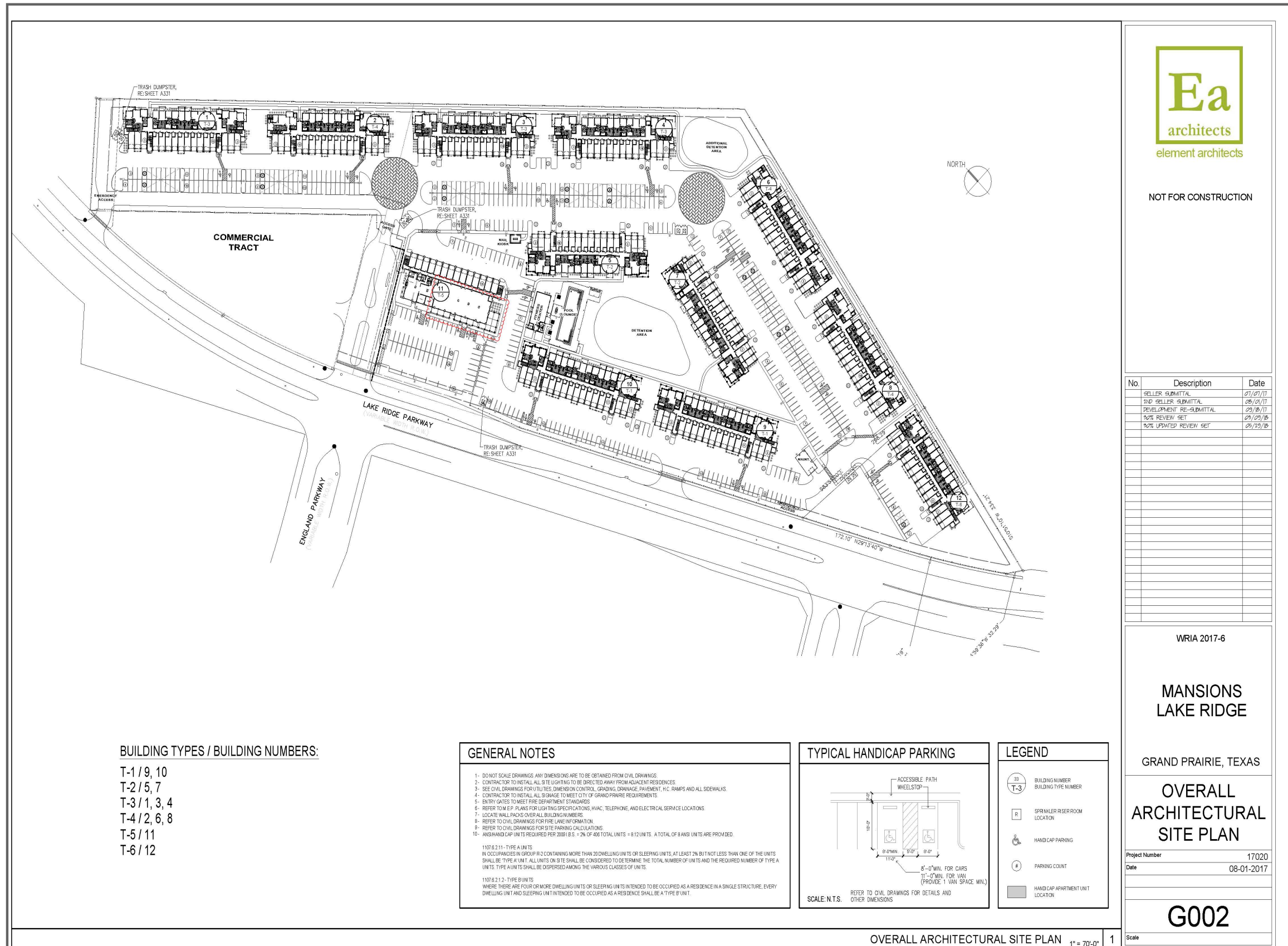
Area Redevelopment Zones

DPED divided the TIRZ into eight Area Development Zones (ADZ) for the purpose of organizing our projections for future development. ADZ #1 consists of the original TIRZ boundaries located within Dallas County. ADZ #1, 2, 3, 4, 5, and 6 represent areas where there is expected to be new development. In the case of ADZ #7, limited new construction is anticipated, however there is the potential for redevelopment. ADZ #8 consists of Lake Ridge Parkway north and south of ADZ #1, and no new construction is anticipated.

The development projections for each ADZ were informed by available site plans for planned developments, land use plans, and insight from local market experts and industry trends. The following pages will highlight the available site plans used to inform projections.







NOT FOR CONSTRUCTION

No.	Description	Date
1	SELLER SUBMITTAL	07/07/17
2	2ND SELLER SUBMITTAL	08/01/17
3	DEVELOPMENT RE-SUBMITTAL	09/18/17
4	50% REVIEW SET	09/29/18
5	50% UPDATED REVIEW SET	09/29/18

WRIA 2017-6

**MANSIONS  
LAKE RIDGE**

GRAND PRAIRIE, TEXAS

**OVERALL  
ARCHITECTURAL  
SITE PLAN**

Project Number 17020  
Date 08-01-2017

**G002**

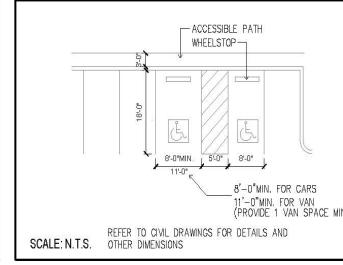
**BUILDING TYPES / BUILDING NUMBERS:**

- T-1 / 9, 10
- T-2 / 5, 7
- T-3 / 1, 3, 4
- T-4 / 2, 6, 8
- T-5 / 11
- T-6 / 12

**GENERAL NOTES**

- 1- DO NOT SCALE DRAWINGS. ANY DIMENSIONS ARE TO BE OBTAINED FROM CIVIL DRAWINGS.
  - 2- CONTRACTOR TO INSTALL ALL SITE LIGHTING TO BE DIRECTED AWAY FROM ADJACENT RESIDENCES.
  - 3- SEE CIVIL DRAWINGS FOR UTILITIES, DIMENSIONS ON CONTROL, GRADING, DRAINAGE, PAVEMENT, H.C. RAMPS AND ALL SIDEWALKS.
  - 4- CONTRACTOR TO INSTALL ALL SIGNAGE TO MEET CITY OF GRAND PRAIRIE REQUIREMENTS.
  - 5- ENTRY GATES TO MEET FIRE DEPARTMENT STANDARDS.
  - 6- REFER TO M.E.P. PLANS FOR LIGHTING SPECIFICATIONS, HVAC, TELEPHONE, AND ELECTRICAL SERVICE LOCATIONS.
  - 7- LOCATE WALL PACKS OVER ALL BUILDING NUMBERS.
  - 8- REFER TO CIVIL DRAWINGS FOR FIRE LINE INFORMATION.
  - 9- REFER TO CIVIL DRAWINGS FOR SITE PARKING CALCULATIONS.
  - 10- ANSHAND CAP UNITS REQUIRED PER 2009 I.B.S. = 2% OF 406 TOTAL UNITS = 8.12 UNITS. A TOTAL OF 8 ANS UNITS ARE PROVIDED.
- 1107.6.2.1.1 - TYPE A UNITS  
IN OCCUPANCIES IN GROUP R-2 CONTAINING MORE THAN 20 DWELLING UNITS OR SLEEPING UNITS, AT LEAST 2% BUT NOT LESS THAN ONE OF THE UNITS SHALL BE TYPE A UNIT. ALL UNITS ON B1'S SHALL BE CONSIDERED TO DETERMINE THE TOTAL NUMBER OF UNITS AND THE REQUIRED NUMBER OF TYPE A UNITS. TYPE A UNITS SHALL BE DISPERSED AMONG THE VARIOUS CLASSES OF UNITS.
- 1107.6.2.1.2 - TYPE B UNITS  
WHERE THERE ARE FOUR OR MORE DWELLING UNITS OR SLEEPING UNITS INTENDED TO BE OCCUPIED AS A RESIDENCE IN A SINGLE STRUCTURE, EVERY DWELLING UNIT AND SLEEPING UNIT INTENDED TO BE OCCUPIED AS A RESIDENCE SHALL BE A TYPE B UNIT.

**TYPICAL HANDICAP PARKING**



**LEGEND**

- 33 BUILDING NUMBER
- T-3 BUILDING TYPE NUMBER
- R SPRINKLER RISER ROOM LOCATION
- ♿ HANDICAP PARKING
- # PARKING COUNT
- HANDICAP APARTMENT UNIT LOCATION

OVERALL ARCHITECTURAL SITE PLAN 1" = 70'-0" 1

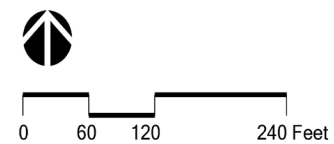




PROJECT DATA	
LAND/AREA	
RETAIL/REST.	11.936 +/- ACRES
MULTI-FAMILY	9.698 +/- ACRES
TOTAL:	21.634 +/- ACRES
PARKING PROVIDED:	
RETAIL/REST/THEATER	
	785 +/- SPACES
MULTI-FAMILY GARAGE/TU :	487 +/- SPACES
SURFACE PARKING:	230 +/- SPACES

CONCEPTUAL  
MASTER PLAN  
SH360 & Bardin Rd.  
Grand Prairie, TX

Job #: 19134  
File Name: SP-1\_06112019\_REV.dwg  
Date: 06-12-2019  
Drawn by: Planning Studio



2808 Fairmount Street, Suite 300  
Dallas, Texas 75201 | 214.303.1500

3300 West 7th Street, Suite 110  
Fort Worth, Texas 76107 | 817.303.1500

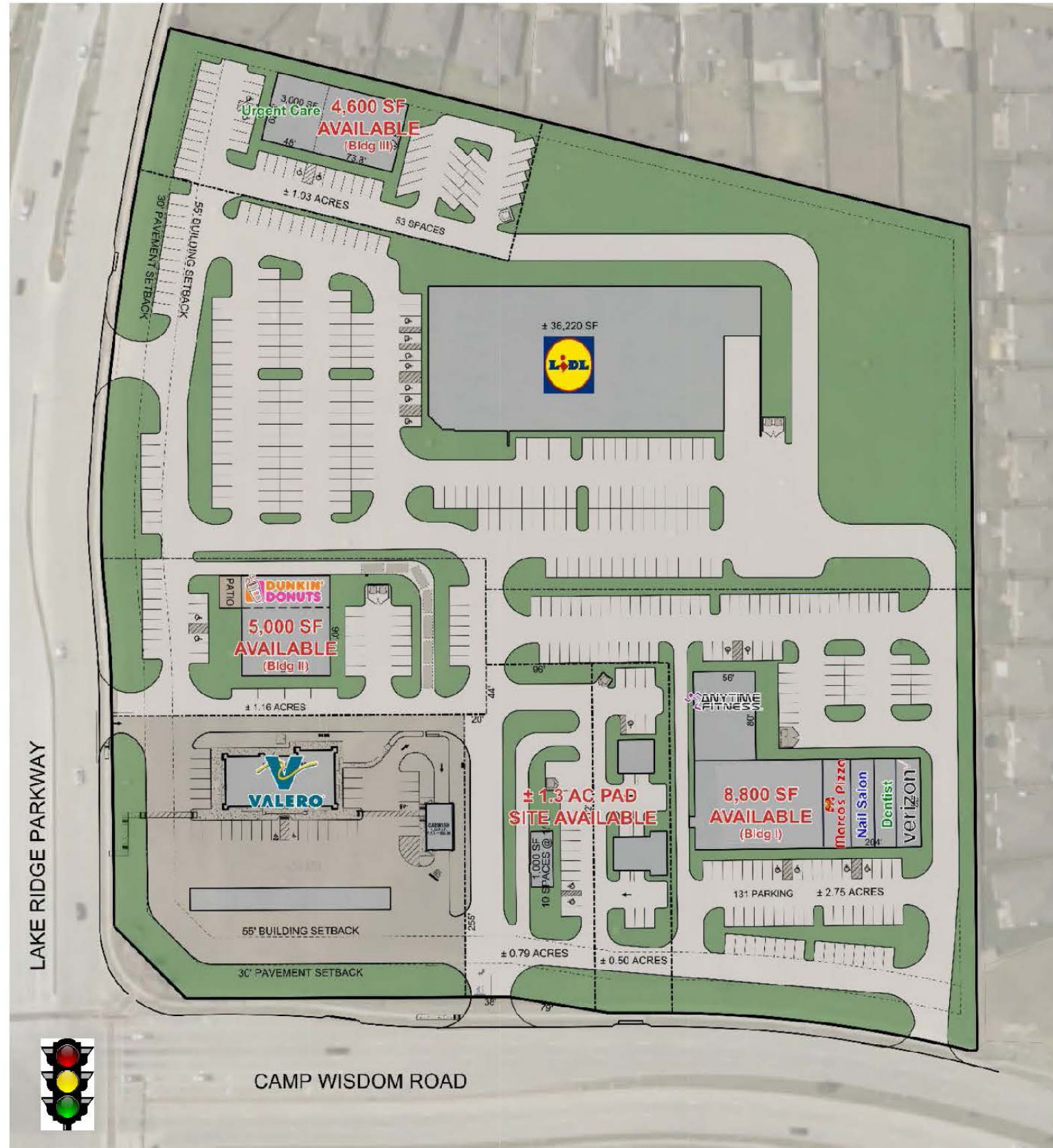






















## Anticipated Development

Based on the information detailed on the previous pages, the anticipated development within TIRZ #3 is expected to be a combination of commercial uses including retail, office, hotel, and both single family and multifamily residential. The development is projected to be constructed over the next several years and financed in part by incremental real property tax generated within the TIRZ.

	Projected Completion Date	Square Feet	Units	Taxable Value PSF/Unit	Incremental Value	Sales PSF	Total Sales
<b>AREA DEVELOPMENT ZONE #1</b>							
Multifamily	2020		406	\$ 130,000	\$ 52,780,000		
Retail	2020	5,000		\$ 180	\$ 900,000	\$250	\$1,250,000
		<b>5,000</b>	<b>406</b>		<b>\$ 53,680,000</b>		<b>\$1,250,000</b>
<b>AREA DEVELOPMENT ZONE #2</b>							
Medical	2024	60,000		\$ 225	\$ 13,500,000		
Medical	2026	40,000		\$ 225	\$ 9,000,000		
Medical	2028	40,000		\$ 225	\$ 9,000,000		
		<b>140,000</b>	<b>0</b>		<b>\$ 31,500,000</b>		<b>\$0</b>
<b>AREA DEVELOPMENT ZONE #3</b>							
Multifamily	2023		401	\$ 130,000	\$ 52,130,000		
Retail	2021	5,960		\$ 180	\$ 1,072,800	\$250	\$1,490,000
Retail	2021	5,700		\$ 180	\$ 1,026,000	\$250	\$1,425,000
Restaurant	2021	6,100		\$ 200	\$ 1,220,000	\$325	\$1,982,500
Restaurant	2022	10,380		\$ 200	\$ 2,076,000	\$325	\$3,373,500
Restaurant	2022	5,450		\$ 200	\$ 1,090,000	\$325	\$1,771,250
Retail	2022	9,300		\$ 180	\$ 1,674,000	\$250	\$2,325,000
Restaurant	2023	6,600		\$ 200	\$ 1,320,000	\$325	\$2,145,000
Retail	2023	40,000		\$ 180	\$ 7,200,000	\$250	\$10,000,000
Multifamily	2024		291	\$ 130,000	\$ 37,830,000		
Multifamily	2024		110	\$ 130,000	\$ 14,300,000		
		<b>89,490</b>	<b>802</b>		<b>\$ 120,938,800</b>		<b>\$24,512,250</b>
<b>AREA DEVELOPMENT ZONE #4</b>							
Restaurant	2021	32,400		\$ 200	\$ 6,480,000	\$325	\$10,530,000
Multifamily	2022		270	\$ 130,000	\$ 35,100,000		
Retail	2023	4,200		\$ 180	\$ 756,000	\$250	\$1,050,000
Retail	2023	4,200		\$ 180	\$ 756,000	\$250	\$1,050,000
Retail	2023	4,200		\$ 180	\$ 756,000	\$250	\$1,050,000
Retail	2023	10,000		\$ 180	\$ 1,800,000	\$250	\$2,500,000
Retail	2023	65,000		\$ 180	\$ 11,700,000	\$250	\$16,250,000
Retail	2021	3,000		\$ 180	\$ 540,000	\$250	\$750,000
Retail	2022	12,000		\$ 180	\$ 2,160,000	\$250	\$3,000,000
Retail	2022	4,000		\$ 180	\$ 720,000	\$250	\$1,000,000
Retail	2023	4,500		\$ 180	\$ 810,000	\$250	\$1,125,000
Multifamily	2022		166	\$ 130,000	\$ 21,580,000		
Retail	2024	80,000		\$ 180	\$ 14,400,000	\$250	\$20,000,000
Multifamily	2021		514	\$ 130,000	\$ 66,820,000		
Retail	2022	7,600		\$ 180	\$ 1,368,000	\$250	\$1,900,000
Retail	2023	36,220		\$ 180	\$ 6,519,600	\$250	\$9,055,000
Retail	2024	6,000		\$ 180	\$ 1,080,000	\$250	\$1,500,000
Retail	2024	6,000		\$ 180	\$ 1,080,000	\$250	\$1,500,000
		<b>279,320</b>	<b>950</b>		<b>\$ 174,425,600</b>		<b>\$ 72,260,000</b>

	Projected Completion Date	Square Feet	Units	Taxable Value PSF/Unit	Incremental Value	Sales PSF	Total Sales
<b>AREA DEVELOPMENT ZONE #5</b>							
Retail	2021	4,200		\$ 180	\$ 756,000	\$250	\$1,050,000
Retail	2021	3,000		\$ 180	\$ 540,000	\$250	\$750,000
Retail	2022	4,000		\$ 180	\$ 720,000	\$250	\$1,000,000
Retail	2022	10,000		\$ 180	\$ 1,800,000	\$250	\$2,500,000
Retail	2022	3,200		\$ 180	\$ 576,000	\$250	\$800,000
Retail	2023	4,700		\$ 180	\$ 846,000	\$250	\$1,175,000
Retail	2023	3,600		\$ 180	\$ 648,000	\$250	\$900,000
Retail	2023	6,500		\$ 180	\$ 1,170,000	\$250	\$1,625,000
Retail	2023	6,500		\$ 180	\$ 1,170,000	\$250	\$1,625,000
Hotel	2022		110	\$ 110,000	\$ 12,100,000		
Retail	2024	10,000		\$ 180	\$ 1,800,000	\$250	\$2,500,000
Retail	2024	9,000		\$ 180	\$ 1,620,000	\$250	\$2,250,000
Retail	2024	65,000		\$ 180	\$ 11,700,000	\$250	\$16,250,000
Retail	2021	12,000		\$ 180	\$ 2,160,000	\$250	\$3,000,000
		<b>141,700</b>	<b>110</b>		<b>\$ 37,606,000</b>		<b>\$ 35,425,000</b>
<b>AREA DEVELOPMENT ZONE #6</b>							
Restaurant	2021	10,000		\$ 200	\$ 2,000,000	\$325	\$3,250,000
Restaurant	2021	10,000		\$ 200	\$ 2,000,000	\$325	\$3,250,000
Retail	2021	36,000		\$ 180	\$ 6,480,000	\$250	\$9,000,000
Retail	2022	5,000		\$ 180	\$ 900,000	\$250	\$1,250,000
Restaurant	2022	2,400		\$ 200	\$ 480,000	\$325	\$780,000
Restaurant	2022	3,200		\$ 200	\$ 640,000	\$325	\$1,040,000
Office	2023	65,000		\$ 140	\$ 9,100,000		
Retail	2023	45,000		\$ 180	\$ 8,100,000	\$250	\$11,250,000
Restaurant	2023	5,000		\$ 200	\$ 1,000,000	\$325	\$1,625,000
Retail	2024	12,000		\$ 180	\$ 2,160,000	\$250	\$3,000,000
Restaurant	2024	2,400		\$ 200	\$ 480,000	\$325	\$780,000
Retail	2024	95,000		\$ 180	\$ 17,100,000	\$250	\$23,750,000
Office	2026	60,000		\$ 140	\$ 8,400,000		
Industrial	2024	25,000		\$ 70	\$ 1,750,000		
Industrial	2026	42,000		\$ 70	\$ 2,940,000		
Single Family	2022		117	\$ 400,000	\$ 46,800,000		
Single Family	2024		108	\$ 400,000	\$ 43,200,000		
Single Family	2026		101	\$ 400,000	\$ 40,400,000		
Single Family	2028		101	\$ 400,000	\$ 40,400,000		
Single Family	2030		101	\$ 400,000	\$ 40,400,000		
Single Family	2032		102	\$ 400,000	\$ 40,800,000		
		<b>418,000</b>	<b>630</b>		<b>\$ 315,530,000</b>		<b>\$ 58,975,000</b>
<b>AREA DEVELOPMENT ZONE #7</b>							
<b>*No new construction projected</b>							
<b>AREA DEVELOPMENT ZONE #8</b>							
<b>*No new construction projected</b>							
<b>Total</b>		<b>1,017,690</b>	<b>2,898</b>		<b>723,632,800</b>		<b>178,467,250</b>



## Project Costs

### Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #3 that will be financed by in part by incremental real property tax generated within the TIRZ.

TIRZ #3

<b>Proposed Project Costs</b>		
Water Facilities and Improvements	\$ 12,977,785	15.0%
Sanitary Sewer Facilities and Improvements	\$ 12,977,785	15.0%
Storm Water Facilities and Improvements	\$ 12,977,785	15.0%
Transit/Parking Improvements	\$ 6,488,893	7.5%
Street and Intersection Improvements	\$ 12,977,785	15.0%
Open Space, Public Facilities and Improvements	\$ 8,651,857	10.0%
Economic Development Grants	\$ 17,303,714	20.0%
Administrative Costs	\$ 2,162,964	2.5%
	<b>\$ 86,518,568</b>	<b>100.0%</b>

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

## Chapter 311 of the Texas Tax Code

### Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

## Financial Feasibility Analysis

### Method of Financing

To fund the public improvements outlined on the previous pages, it is anticipated that the City of Grand Prairie will contribute 75% of its real property increment.

### Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

### Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the table below.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, we have found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax		Participation	
City of Grand Prairie	0.66999800	75%	0.5024985
Dallas County	0.23974000	0%	0.0000000
Tarrant County	0.23400000	0%	0.0000000
Ellis County	0.32019400	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Cedar Hill ISD	1.28330000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
Midlothian ISD	1.37980000	0%	0.0000000

ADZ#1 : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
----------------	-------

DISCOUNT RATE	6.00%
---------------	-------

REAL PROPERTY TAX		PARTICIPATION	
City of Grand Prairie	0.66999800	75%	0.5024985
Dallas County	0.23974000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Cedar Hill ISD	1.28330000	0%	0.0000000
	2.58313800		0.5024985

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Grand Prairie	0.66999800	0%	0.0000000
Dallas County	0.23974000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Cedar Hill ISD	1.28330000	0%	0.0000000
	2.58313800		0.0000000

Sales Tax Rate	0.0200000	0.00%	0.0000000
----------------	-----------	-------	-----------

AREA DEVELOPMENT ZONE #1	Year	AREA SF/UNITS	REAL PROPERTY		PERSONAL PROPERTY		SALES	
			\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
Multifamily	2020	406	\$ 130,000.00	\$ 52,780,000	\$ -	\$ -	\$ -	\$ -
Retail	2020	5,000	\$ 180.00	\$ 900,000	\$ -	\$ -	\$ 250.00	\$ 1,250,000
<b>TOTAL</b>				<b>53,680,000</b>		<b>-</b>		<b>1,250,000</b>

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Grand Prairie	27.2%	\$ 9,538,430	= \$ 8,918,496	+ \$ -	+ \$ 619,934
Dallas County	9.1%	\$ 3,191,234	= \$ 3,191,234	+ \$ -	+ \$ -
Parkland	10.1%	\$ 3,542,118	= \$ 3,542,118	+ \$ -	+ \$ -
DCCD	4.7%	\$ 1,650,592	= \$ 1,650,592	+ \$ -	+ \$ -
Cedar Hill ISD	48.8%	\$ 17,082,299	= \$ 17,082,299	+ \$ -	+ \$ -
	100.0%	\$ 35,004,673	\$ 34,384,739	\$ -	\$ 619,934
		100.0%	98.2%	0.0%	1.8%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Grand Prairie	96.2%	\$ 8,918,496	= \$ 6,688,872	+ \$ -	+ \$ -
Dallas County	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Parkland	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
DCCD	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Cedar Hill ISD	3.8%	\$ 350,530	= \$ 344,438	+ \$ -	+ \$ -
	100.0%	\$ 9,269,027	\$ 7,033,310	\$ -	\$ -
		100.0%	100.0%	0.0%	0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Grand Prairie	2.4%	\$ 619,934	= \$ 2,229,624	+ \$ -	+ \$ 619,934
Dallas County	12.4%	\$ 3,235,960	= \$ 3,191,234	+ \$ -	+ \$ -
Parkland	13.7%	\$ 3,587,376	= \$ 3,542,118	+ \$ -	+ \$ -
DCCD	6.3%	\$ 1,650,592	= \$ 1,650,592	+ \$ -	+ \$ -
Cedar Hill ISD	65.2%	\$ 17,033,934	= \$ 16,737,861	+ \$ -	+ \$ -
	100.0%	\$ 26,127,796	\$ 27,351,429	\$ -	\$ 619,934
		100.0%	97.6%	0.0%	2.4%



ADZ#2: INPUT & OUTPUT

▶ INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Grand Prairie	0.66999800	75%	0.5024985
<b>Tarrant County</b>	<b>0.23400000</b>	<b>0%</b>	<b>0.0000000</b>
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
	<b>2.80379800</b>		<b>0.5024985</b>

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Grand Prairie	0.66999800	0%	0.0000000
<b>Tarrant County</b>	<b>0.23400000</b>	<b>0%</b>	<b>0.0000000</b>
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
	<b>2.80379800</b>		<b>0.0000000</b>

SALES TAX RATE	0.0200000	0.00%	0.0000000
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AREA DEVELOPMENT ZONE #2		Year	AREA SF/UNITS	REAL PROPERTY TAX VALUE		PERSONAL PROPERTY TAX VALUE		SALES TAX VALUE	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
	Medical	2024	60,000	\$ 225	\$ 13,500,000	\$ -	\$ -	\$ -	\$ -
	Medical	2026	40,000	\$ 225	\$ 9,000,000	\$ -	\$ -	\$ -	\$ -
	Medical	2028	40,000	\$ 225	\$ 9,000,000	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>					<b>\$ 31,500,000</b>		<b>\$ -</b>		<b>\$ -</b>

OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Grand Prairie	23.9%	\$ 3,418,536	= \$ 3,418,536	+ \$ -	+ \$ -
Tarrant County	8.3%	\$ 1,193,940	= \$ 1,193,940	+ \$ -	+ \$ -
Parkland	9.5%	\$ 1,357,724	= \$ 1,357,724	+ \$ -	+ \$ -
DCCD	4.4%	\$ 632,686	= \$ 632,686	+ \$ -	+ \$ -
Grand Prairie ISD	53.8%	\$ 7,702,955	= \$ 7,702,955	+ \$ -	+ \$ -
	<b>100.0%</b>	<b>\$ 14,305,842</b>	<b>\$ 14,305,842</b>	<b>\$ -</b>	<b>\$ -</b>
		100.0%	100.0%	0.0%	0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Grand Prairie	100.0%	\$ 3,418,536	= \$ 2,563,902	+ \$ -	+ \$ -
Tarrant County	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Parkland	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
DCCD	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Grand Prairie ISD	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
	<b>100.0%</b>	<b>\$ 3,418,536</b>	<b>\$ 2,563,902</b>	<b>\$ -</b>	<b>\$ -</b>
		100.0%	100.0%	0.0%	0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Grand Prairie	0.0%	\$ -	= \$ 854,634	+ \$ -	+ \$ -
Tarrant County	10.8%	\$ 1,193,940	= \$ 1,193,940	+ \$ -	+ \$ -
Parkland	12.4%	\$ 1,375,072	= \$ 1,375,724	+ \$ -	+ \$ -
DCCD	5.7%	\$ 632,686	= \$ 632,686	+ \$ -	+ \$ -
Grand Prairie ISD	71.0%	\$ 7,849,136	= \$ 7,702,955	+ \$ -	+ \$ -
	<b>100.0%</b>	<b>\$ 11,050,834</b>	<b>\$ 11,741,939</b>	<b>\$ -</b>	<b>\$ -</b>
		100.0%	100.0%	0.0%	0.0%



ADZ#3: INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Grand Prairie	0.66999800	75%	0.5024985
Tarrant County	0.23400000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
	2.80379800		0.5024985

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Grand Prairie	0.66999800	0%	0.0000000
Tarrant County	0.23400000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
	2.80379800		0.0000000

Sales Tax Rate	0.0200000	0.00%	0.0000000
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AREA DEVELOPMENT ZONE #3

	Year	AREA SF/UNITS	REAL PROPERTY		PERSONAL PROPERTY		SALES	
			\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
Multifamily	2023	401	\$ 130,000	\$ 52,130,000	\$ -	\$ -	\$ -	\$ -
Retail	2021	5,960	\$ 180	\$ 1,072,800	\$ -	\$ -	\$ 250	\$ 1,490,000
Retail	2021	5,700	\$ 180	\$ 1,026,000	\$ -	\$ -	\$ 250	\$ 1,425,000
Restaurant	2021	6,100	\$ 200	\$ 1,220,000	\$ -	\$ -	\$ 325	\$ 1,982,500
Restaurant	2022	10,380	\$ 200	\$ 2,076,000	\$ -	\$ -	\$ 325	\$ 3,373,500
Restaurant	2022	5,450	\$ 200	\$ 1,090,000	\$ -	\$ -	\$ 325	\$ 1,771,250
Retail	2022	9,300	\$ 180	\$ 1,674,000	\$ -	\$ -	\$ 250	\$ 2,325,000
Restaurant	2023	6,600	\$ 200	\$ 1,320,000	\$ -	\$ -	\$ 325	\$ 2,145,000
Retail	2023	40,000	\$ 180	\$ 7,200,000	\$ -	\$ -	\$ 250	\$ 10,000,000
Multifamily	2024	291	\$ 130,000	\$ 37,830,000	\$ -	\$ -	\$ -	\$ -
Multifamily	2024	110	\$ 130,000	\$ 14,300,000	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>				<b>120,938,800</b>		<b>-</b>		<b>24,512,250</b>

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Grand Prairie	32.4%	\$ 24,460,738	= \$ 16,046,242	+ \$ -	+ \$ 8,414,496
Tarrant County	7.4%	\$ 5,604,227	= \$ 5,604,227	+ \$ -	+ \$ -
Parkland	8.4%	\$ 6,373,011	= \$ 6,373,011	+ \$ -	+ \$ -
DCCD	3.9%	\$ 2,969,761	= \$ 2,969,761	+ \$ -	+ \$ -
Grand Prairie ISD	47.8%	\$ 36,156,841	= \$ 36,156,841	+ \$ -	+ \$ -
	100.0%	\$ 75,564,578	\$ 67,150,081	\$ -	\$ 8,414,496
		100.0%	88.9%	0.0%	11.1%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Grand Prairie	100.0%	\$ 16,046,242	= \$ 12,034,681	+ \$ -	+ \$ -
Tarrant County	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Parkland	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
DCCD	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
Grand Prairie ISD	0.0%	\$ -	= \$ -	+ \$ -	+ \$ -
	100.0%	\$ 16,046,242	\$ 12,034,681	\$ -	\$ -
		100.0%	100.0%	0.0%	0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Grand Prairie	14.0%	\$ 8,414,496	= \$ 4,011,560	+ \$ -	+ \$ 8,414,496
Tarrant County	9.3%	\$ 5,604,227	= \$ 5,604,227	+ \$ -	+ \$ -
Parkland	10.7%	\$ 6,454,440	= \$ 6,373,011	+ \$ -	+ \$ -
DCCD	4.9%	\$ 2,969,761	= \$ 2,969,761	+ \$ -	+ \$ -
Grand Prairie ISD	61.1%	\$ 36,842,999	= \$ 36,156,841	+ \$ -	+ \$ -
	100.0%	\$ 60,285,924	\$ 55,115,400	\$ -	\$ 8,414,496
		100.0%	86.0%	0.0%	14.0%



TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
<b>TOTAL TAX REVENUE</b>																								
		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
<b>REAL PROPERTY</b>	% OCCUPIED Taxable Value	0%	0%	1%	5%	32%	78%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	PV	-	-	1,659,400	5,738,800	38,483,800	94,873,800	120,938,800	123,357,576	125,824,728	128,341,222	130,908,047	133,526,207	136,196,732	138,920,666	141,699,080	144,533,061	147,423,722	150,372,197	153,379,641	156,447,234	159,576,178	162,767,702	
City of Grand Prairie		-	-	11,118	38,450	257,841	635,653	810,288	826,493	843,023	859,884	877,081	894,623	912,515	930,766	949,381	968,369	987,736	1,007,491	1,027,641	1,048,193	1,069,157	1,090,540	
Tarrant County		-	-	3,883	13,429	90,052	222,005	282,997	288,657	294,430	300,318	306,325	312,451	318,700	325,074	331,576	338,207	344,972	351,871	358,908	366,087	373,408	380,876	
Parkland		-	-	4,416	15,271	102,405	252,459	321,818	328,255	334,820	341,516	348,346	355,313	362,420	369,668	377,061	384,602	392,295	400,140	408,143	416,306	424,632	433,125	
DCCD		-	-	2,058	7,116	47,720	117,644	149,964	152,963	156,023	159,143	162,326	165,572	168,884	172,262	175,707	179,221	182,805	186,462	190,191	193,995	197,874	201,832	
Grand Prairie ISD		-	-	25,052	86,639	580,990	1,432,310	1,825,813	1,862,329	1,899,576	1,937,567	1,976,319	2,015,845	2,056,162	2,097,285	2,139,231	2,182,016	2,225,656	2,270,169	2,315,572	2,361,884	2,409,122	2,457,304	
<b>Total</b>		<b>30,314,650</b>	-	<b>46,526</b>	<b>160,904</b>	<b>1,079,008</b>	<b>2,660,070</b>	<b>3,390,880</b>	<b>3,458,697</b>	<b>3,527,871</b>	<b>3,598,429</b>	<b>3,670,397</b>	<b>3,743,805</b>	<b>3,818,681</b>	<b>3,895,055</b>	<b>3,972,956</b>	<b>4,052,415</b>	<b>4,133,463</b>	<b>4,216,133</b>	<b>4,300,455</b>	<b>4,386,464</b>	<b>4,474,194</b>	<b>4,563,678</b>	
	GROSS																						<b>16,046,242</b>	
<b>PERSONAL PROPERTY</b>	% OCCUPIED Taxable Value	0%	0%	1%	5%	32%	78%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	PV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Grand Prairie		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tarrant County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Parkland		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
DCCD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Grand Prairie ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
	GROSS																							<b>-</b>
<b>SALES TAX</b>	% OCCUPIED Taxable Value	0%	0%	1%	5%	32%	78%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
	PV	-	-	336,332	1,163,158	7,800,016	19,229,315	24,512,250	24,512,250	24,512,250	24,512,250	24,512,250	24,512,250	24,512,250	24,512,250	24,512,250	24,512,250	24,512,250	24,512,250	24,512,250	24,512,250	24,512,250	24,512,250	24,512,250
<b>Total</b>		<b>3,904,397</b>	-	<b>6,727</b>	<b>23,263</b>	<b>156,000</b>	<b>384,586</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	<b>490,245</b>	
	GROSS																						<b>8,414,496</b>	
<b>SUMMARY</b>																								
	PV	-	-	17,845	61,713	413,841	1,020,239	1,300,533	1,316,738	1,333,268	1,350,129	1,367,326	1,384,868	1,402,760	1,421,011	1,439,626	1,458,614	1,477,981	1,497,736	1,517,886	1,538,438	1,559,402	1,580,785	
City of Grand Prairie		-	-	3,883	13,429	90,052	222,005	282,997	288,657	294,430	300,318	306,325	312,451	318,700	325,074	331,576	338,207	344,972	351,871	358,908	366,087	373,408	380,876	
Tarrant County		-	-	4,416	15,271	102,405	252,459	321,818	328,255	334,820	341,516	348,346	355,313	362,420	369,668	377,061	384,602	392,295	400,140	408,143	416,306	424,632	433,125	
Parkland		-	-	2,058	7,116	47,720	117,644	149,964	152,963	156,023	159,143	162,326	165,572	168,884	172,262	175,707	179,221	182,805	186,462	190,191	193,995	197,874	201,832	
DCCD		-	-	25,052	86,639	580,990	1,432,310	1,825,813	1,862,329	1,899,576	1,937,567	1,976,319	2,015,845	2,056,162	2,097,285	2,139,231	2,182,016	2,225,656	2,270,169	2,315,572	2,361,884	2,409,122	2,457,304	
Grand Prairie ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>34,219,046</b>	-	<b>53,253</b>	<b>184,168</b>	<b>1,235,008</b>	<b>3,044,656</b>	<b>3,881,125</b>	<b>3,948,942</b>	<b>4,018,116</b>	<b>4,088,674</b>	<b>4,160,642</b>	<b>4,234,050</b>	<b>4,308,926</b>	<b>4,385,300</b>	<b>4,463,201</b>	<b>4,542,660</b>	<b>4,623,708</b>	<b>4,706,378</b>	<b>4,790,700</b>	<b>4,876,709</b>	<b>4,964,439</b>	<b>5,053,923</b>	
	GROSS																						<b>24,460,738</b>	
	GROSS																							<b>5,604,227</b>
	GROSS																							<b>6,373,011</b>
	GROSS																							<b>2,969,761</b>
	GROSS																							<b>36,156,841</b>
	GROSS																							<b>75,564,578</b>
<b>PARTICIPATION</b>																								
<b>REAL PROPERTY</b>	Taxable Value	-	-	1,659,400	5,738,800	38,483,800	94,873,800	120,938,800	123,357,576	125,824,728	128,341,222	130,908,047	133,526,207	136,196,732	138,920,666	141,699,080	144,533,061	147,423,722	150,372,197	153,379,641	156,447,234	159,576,178	162,767,702	
	PV	-	-	8,338	28,837	193,381	476,739	607,716	619,870	632,267	644,913	657,811	670,967	684,387	698,074	712,036	726,276	740,802	755,618	770,730	786,145	801,868	817,905	
City of Grand Prairie		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tarrant County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Parkland		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
DCCD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Grand Prairie ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>5,433,011</b>	-	<b>8,338</b>	<b>28,837</b>	<b>193,381</b>	<b>476,739</b>	<b>607,716</b>	<b>619,870</b>	<b>632,267</b>	<b>644,913</b>	<b>657,811</b>	<b>670,967</b>	<b>684,387</b>	<b>698,074</b>	<b>712,036</b>	<b>726,276</b>	<b>740,802</b>	<b>755,618</b>	<b>770,730</b>	<b>786,145</b>	<b>801,868</b>	<b>817,905</b>	
	GROSS																							<b>12,034,681</b>
<b>PERSONAL PROPERTY</b>	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	PV	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Grand Prairie		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tarrant County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Parkland		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
DCCD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Grand Prairie ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Total</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
	GROSS																							<b>-</b>
<b>SALES TAX</b>	Taxable Value	-	-	336,332	1,163,158	7,800,016	19,229,																	



ADZ#4 : INPUT & OUTPUT

▶ INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Grand Prairie	0.66998800	75%	0.5024985
Tarrant County	0.23400000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
	2.80379800		0.5024985

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Grand Prairie	0.66998800	0%	0.0000000
Tarrant County	0.23400000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
	2.80379800		0.0000000

Sales Tax Rate	0.0200000	0.00%	0.0000000
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AREA DEVELOPMENT ZONE #4		Year	AREA SF	REAL PROPERTY \$ / SF	TAX VALUE	PERSONAL PROPERTY \$ / SF	TAX VALUE	SALES \$ / SF	TAX VALUE
Restaurant	2021	32,400	\$ 200	\$ 6,480,000	\$ -	\$ -	\$ 325.00	\$ 10,530,000	
Multifamily	2022	270	\$ 130,000	\$ 35,100,000	\$ -	\$ -	\$ -	\$ -	
Retail	2023	4,200	\$ 180	\$ 756,000	\$ -	\$ -	\$ 250.00	\$ 1,050,000	
Retail	2023	4,200	\$ 180	\$ 756,000	\$ -	\$ -	\$ 250.00	\$ 1,050,000	
Retail	2023	4,200	\$ 180	\$ 756,000	\$ -	\$ -	\$ 250.00	\$ 1,050,000	
Retail	2023	10,000	\$ 180	\$ 1,800,000	\$ -	\$ -	\$ 250.00	\$ 2,500,000	
Retail	2023	65,000	\$ 180	\$ 11,700,000	\$ -	\$ -	\$ 250.00	\$ 16,250,000	
Retail	2021	3,000	\$ 180	\$ 540,000	\$ -	\$ -	\$ 250.00	\$ 750,000	
Retail	2022	12,000	\$ 180	\$ 2,160,000	\$ -	\$ -	\$ 250.00	\$ 3,000,000	
Retail	2022	4,000	\$ 180	\$ 720,000	\$ -	\$ -	\$ 250.00	\$ 1,000,000	
Retail	2023	4,500	\$ 180	\$ 810,000	\$ -	\$ -	\$ 250.00	\$ 1,125,000	
Multifamily	2022	166	\$ 130,000	\$ 21,580,000	\$ -	\$ -	\$ -	\$ -	
Retail	2024	80,000	\$ 180	\$ 14,400,000	\$ -	\$ -	\$ 250.00	\$ 20,000,000	
Multifamily	2021	514	\$ 130,000	\$ 66,820,000	\$ -	\$ -	\$ -	\$ -	
Retail	2022	7,600	\$ 180	\$ 1,368,000	\$ -	\$ -	\$ 250.00	\$ 1,900,000	
Retail	2023	36,220	\$ 180	\$ 6,519,600	\$ -	\$ -	\$ 250.00	\$ 9,055,000	
Retail	2024	6,000	\$ 180	\$ 1,080,000	\$ -	\$ -	\$ 250.00	\$ 1,500,000	
Retail	2024	6,000	\$ 180	\$ 1,080,000	\$ -	\$ -	\$ 250.00	\$ 1,500,000	
<b>TOTAL</b>				<b>174,425,600</b>		<b>-</b>		<b>72,260,000</b>	

▶ OUTPUT

TOTAL TAX REVENUE	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Grand Prairie	23.9%	\$ 24,822,454	\$ 24,822,454	\$ -
Tarrant County	8.3%	\$ 8,669,360	\$ 8,669,360	\$ -
Parkland	9.5%	\$ 9,858,619	\$ 9,858,619	\$ -
DCCD	4.4%	\$ 4,594,020	\$ 4,594,020	\$ -
Grand Prairie ISD	53.8%	\$ 55,932,195	\$ 55,932,195	\$ -
	100.0%	\$ 103,876,648	\$ 103,876,648	\$ -

TOTAL PARTICIPATION	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Grand Prairie	100.0%	\$ 20,565,288	\$ 18,616,840	\$ -
Tarrant County	0.0%	\$ -	\$ -	\$ -
Parkland	0.0%	\$ -	\$ -	\$ -
DCCD	0.0%	\$ -	\$ -	\$ -
Grand Prairie ISD	0.0%	\$ -	\$ -	\$ -
	100.0%	\$ 20,565,288	\$ 18,616,840	\$ -

NET BENEFIT	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Grand Prairie	0.0%	\$ -	\$ 6,205,613	\$ -
Tarrant County	10.8%	\$ 7,182,525	\$ 8,669,360	\$ -
Parkland	12.4%	\$ 8,272,182	\$ 9,858,619	\$ -
DCCD	5.7%	\$ 3,806,124	\$ 4,594,020	\$ -
Grand Prairie ISD	71.0%	\$ 47,218,963	\$ 55,932,195	\$ -
	100.0%	\$ 66,479,794	\$ 85,259,808	\$ -



# Financial Feasibility Analysis

## ADZ#5 : INPUT & OUTPUT

### INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Grand Prairie	0.66999800	75%	0.5024985
Tarrant County	0.23400000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
	2.80379800		0.5024985

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Grand Prairie	0.66999800	0%	0.0000000
Tarrant County	0.23400000	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Grand Prairie ISD	1.50970000	0%	0.0000000
	2.80379800		0.0000000

SALES TAX RATE	0.0200000	0.00%	0.0000000
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AREA DEVELOPMENT ZONE #5		Year	AREA SF/UNITS	REAL PROPERTY \$ / SF	TAX VALUE	PERSONAL PROPERTY \$ / SF	TAX VALUE	SALES \$ / SF	TAX VALUE
Retail	2021	4,200	\$ 180	\$ 756,000	\$ -	\$ -	\$ 250.00	\$ 1,050,000	
Retail	2021	3,000	\$ 180	\$ 540,000	\$ -	\$ -	\$ 250.00	\$ 750,000	
Retail	2022	4,000	\$ 180	\$ 720,000	\$ -	\$ -	\$ 250.00	\$ 1,000,000	
Retail	2022	10,000	\$ 180	\$ 1,800,000	\$ -	\$ -	\$ 250.00	\$ 2,500,000	
Retail	2022	3,200	\$ 180	\$ 576,000	\$ -	\$ -	\$ 250.00	\$ 800,000	
Retail	2023	4,700	\$ 180	\$ 846,000	\$ -	\$ -	\$ 250.00	\$ 1,175,000	
Retail	2023	3,600	\$ 180	\$ 648,000	\$ -	\$ -	\$ 250.00	\$ 900,000	
Retail	2023	6,500	\$ 180	\$ 1,170,000	\$ -	\$ -	\$ 250.00	\$ 1,625,000	
Retail	2023	6,500	\$ 180	\$ 1,170,000	\$ -	\$ -	\$ 250.00	\$ 1,625,000	
Hotel	2022	110	\$ 110,000	\$ 12,100,000	\$ -	\$ -	\$ -	\$ -	
Retail	2024	10,000	\$ 180	\$ 1,800,000	\$ -	\$ -	\$ 250.00	\$ 2,500,000	
Retail	2024	9,000	\$ 180	\$ 1,620,000	\$ -	\$ -	\$ 250.00	\$ 2,250,000	
Retail	2024	65,000	\$ 180	\$ 11,700,000	\$ -	\$ -	\$ 250.00	\$ 16,250,000	
Retail	2021	12,000	\$ 180	\$ 2,160,000	\$ -	\$ -	\$ 250.00	\$ 3,000,000	

<b>TOTAL</b>			<b>\$ 37,606,000</b>		<b>\$ -</b>		<b>\$ 35,425,000</b>
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### OUTPUT

TOTAL TAX REVENUE	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES				
City of Grand Prairie	54.5%	\$ 19,521,441	=	\$ 5,121,103	+	\$ -	+	\$ 14,400,338
Tarrant County	5.0%	\$ 1,788,570	=	\$ 1,788,570	+	\$ -	+	\$ -
Parkland	5.7%	\$ 2,033,925	=	\$ 2,033,925	+	\$ -	+	\$ -
DCCD	2.6%	\$ 947,789	=	\$ 947,789	+	\$ -	+	\$ -
Grand Prairie ISD	32.2%	\$ 11,539,331	=	\$ 11,539,331	+	\$ -	+	\$ -
	100.0%	\$ 35,831,055		\$ 21,430,717		\$ -		\$ 14,400,338
		100.0%		59.8%		0.0%		40.2%

TOTAL PARTICIPATION	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES				
City of Grand Prairie	100.0%	\$ 3,840,827	=	\$ 3,840,827	+	\$ -	+	\$ -
Tarrant County	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Parkland	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
DCCD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Grand Prairie ISD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
	100.0%	\$ 3,840,827		\$ 3,840,827		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES				
City of Grand Prairie	49.0%	\$ 15,680,614	=	\$ 1,280,276	+	\$ -	+	\$ 14,400,338
Tarrant County	5.6%	\$ 1,788,570	=	\$ 1,788,570	+	\$ -	+	\$ -
Parkland	6.4%	\$ 2,033,925	=	\$ 2,033,925	+	\$ -	+	\$ -
DCCD	3.0%	\$ 947,789	=	\$ 947,789	+	\$ -	+	\$ -
Grand Prairie ISD	36.1%	\$ 11,539,331	=	\$ 11,539,331	+	\$ -	+	\$ -
	100.0%	\$ 31,990,228		\$ 17,589,890		\$ -		\$ 14,400,338
		100.0%		55.0%		0.0%		45.0%



# Financial Feasibility Analysis

## ADZ:#6 : INPUT & OUTPUT

### ▶ INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Grand Prairie	0.66999800	75%	0.5024985
Ellis County	0.32019400	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Midlothian ISD	1.37980000	0%	0.0000000
	2.76009200		0.5024985

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Grand Prairie	0.66999800	0%	0.0000000
Ellis County	0.32019400	0%	0.0000000
Parkland	0.26610000	0%	0.0000000
DCCD	0.12400000	0%	0.0000000
Midlothian ISD	1.37980000	0%	0.0000000
	2.76009200		0.0000000

SALES TAX RATE	0.0200000	0.00%	0.0000000
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AREA DEVELOPMENT ZONE #6									
Year	AREA SF/UNITS	REAL PROPERTY		PERSONAL PROPERTY		SALES			
		\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE		
Restaurant	2021	10,000	\$ 200	\$ 2,000,000	\$ -	\$ -	\$ 325.00	\$ 3,250,000	
Restaurant	2021	10,000	\$ 200	\$ 2,000,000	\$ -	\$ -	\$ 325.00	\$ 3,250,000	
Retail	2021	36,000	\$ 180	\$ 6,480,000	\$ -	\$ -	\$ 250.00	\$ 9,000,000	
Retail	2022	5,000	\$ 180	\$ 900,000	\$ -	\$ -	\$ 250.00	\$ 1,250,000	
Restaurant	2022	2,400	\$ 200	\$ 480,000	\$ -	\$ -	\$ 325.00	\$ 780,000	
Restaurant	2022	3,200	\$ 200	\$ 640,000	\$ -	\$ -	\$ 325.00	\$ 1,040,000	
Office	2023	65,000	\$ 140	\$ 9,100,000	\$ -	\$ -	\$ -	\$ -	
Retail	2023	45,000	\$ 180	\$ 8,100,000	\$ -	\$ -	\$ 250.00	\$ 11,250,000	
Restaurant	2023	5,000	\$ 200	\$ 1,000,000	\$ -	\$ -	\$ 325.00	\$ 1,625,000	
Retail	2024	12,000	\$ 180	\$ 2,160,000	\$ -	\$ -	\$ 250.00	\$ 3,000,000	
Restaurant	2024	2,400	\$ 200	\$ 480,000	\$ -	\$ -	\$ 325.00	\$ 780,000	
Retail	2024	95,000	\$ 180	\$ 17,100,000	\$ -	\$ -	\$ 250.00	\$ 23,750,000	
Office	2026	60,000	\$ 140	\$ 8,400,000	\$ -	\$ -	\$ -	\$ -	
Industrial	2024	25,000	\$ 70	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	
Industrial	2026	42,000	\$ 70	\$ 2,940,000	\$ -	\$ -	\$ -	\$ -	
Single Family	2022	117	\$ 400,000	\$ 46,800,000	\$ -	\$ -	\$ -	\$ -	
Single Family	2024	108	\$ 400,000	\$ 43,200,000	\$ -	\$ -	\$ -	\$ -	
Single Family	2026	101	\$ 400,000	\$ 40,400,000	\$ -	\$ -	\$ -	\$ -	
Single Family	2028	101	\$ 400,000	\$ 40,400,000	\$ -	\$ -	\$ -	\$ -	
Single Family	2030	101	\$ 400,000	\$ 40,400,000	\$ -	\$ -	\$ -	\$ -	
Single Family	2032	102	\$ 400,000	\$ 40,800,000	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>		<b>418,630</b>		<b>\$ 315,530,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,975,000</b>		

### OUTPUT

TOTAL TAX REVENUE	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES				
City of Grand Prairie	23.2%	\$ 31,513,954	=	\$ 31,513,954	+	\$ -	+	\$ -
Ellis County	12.5%	\$ 16,957,991	=	\$ 15,060,610	+	\$ -	+	\$ -
Parkland	9.3%	\$ 12,516,251	=	\$ 12,516,251	+	\$ -	+	\$ -
DCCD	4.3%	\$ 5,832,451	=	\$ 5,832,451	+	\$ -	+	\$ -
Midlothian ISD	50.8%	\$ 64,900,124	=	\$ 64,900,124	+	\$ -	+	\$ -
	100.0%	\$ 136,123,330		\$ 129,823,390		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

TOTAL PARTICIPATION	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES				
City of Grand Prairie	100.0%	\$ 31,513,954	=	\$ 23,635,465	+	\$ -	+	\$ -
Ellis County	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Parkland	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
DCCD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Midlothian ISD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
	100.0%	\$ 31,513,954		\$ 23,635,465		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT	TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES				
City of Grand Prairie	0.0%	\$ -	=	\$ 7,878,488	+	\$ -	+	\$ -
Ellis County	47.8%	\$ 16,957,991	=	\$ 15,060,610	+	\$ -	+	\$ -
Parkland	35.7%	\$ 12,676,173	=	\$ 12,516,251	+	\$ -	+	\$ -
DCCD	16.4%	\$ 5,832,451	=	\$ 5,832,451	+	\$ -	+	\$ -
Tarrant County	195.0%	\$ 69,142,762	=	\$ 64,900,124	+	\$ -	+	\$ -
	100.0%	\$ 35,466,615		\$ 41,287,800		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%



Financial Feasibility Analysis - Hotel Occupancy Tax

	HOT Generated												
Revenue Year	1 2020	2 2021	3 2022	4 2023	5 2024	6 2025	7 2026	8 2027	9 2028	10 2029	11 2030	12 2031	13 2032
<b>Hotel Rooms</b>													
Occupancy	0%	0%	50%	65%	70%	70%	70%	70%	70%	70%	70%	70%	70%
<b>Hotel Occupancy Tax</b>													
# of Available Rooms	-	-	40,150	40,150	40,150	40,150	40,150	40,150	40,150	40,150	40,150	40,150	40,150
# of Occupied Rooms	0	0	20,075	26,098	28,105	28,105	28,105	28,105	28,105	28,105	28,105	28,105	28,105
Average Daily Rate	\$ -	\$ -	\$ 120.00	\$ 122.40	\$ 124.85	\$ 127.34	\$ 129.89	\$ 132.49	\$ 135.14	\$ 137.84	\$ 140.60	\$ 143.41	\$ 146.28
Annual Taxable Revenue	\$ -	\$ -	\$ 2,409,000	\$ 3,194,334	\$ 3,508,853	\$ 3,579,030	\$ 3,650,611	\$ 3,723,623	\$ 3,798,095	\$ 3,874,057	\$ 3,951,538	\$ 4,030,569	\$ 4,111,181
City Tax Rate	7%												
State Tax Rate	6%												
	\$ -	\$ -	\$ 168,630	\$ 223,603	\$ 245,620	\$ 250,532	\$ 255,543	\$ 260,654	\$ 265,867	\$ 271,184	\$ 276,608	\$ 282,140	\$ 287,783
	\$ -	\$ -	\$ 144,540	\$ 191,660	\$ 210,531	\$ 214,742	\$ 219,037	\$ 223,417	\$ 227,886	\$ 232,443	\$ 237,092	\$ 241,834	\$ 246,671
	\$ -	\$ -	\$ 313,170	\$ 415,263	\$ 456,151	\$ 465,274	\$ 474,579	\$ 484,071	\$ 493,752	\$ 503,627	\$ 513,700	\$ 523,974	\$ 534,453

	HOT Generated							
Revenue Year	14 2033	15 2034	16 2035	17 2036	18 2037	19 2038	20 2039	21 2040
<b>Hotel Rooms</b>								
Occupancy	70%	70%	70%	70%	70%	70%	70%	70%
<b>Hotel Occupancy Tax</b>								
# of Available Rooms	40,150	40,150	40,150	40,150	40,150	40,150	40,150	40,150
# of Occupied Rooms	28,105	28,105	28,105	28,105	28,105	28,105	28,105	28,105
Average Daily Rate	\$ 149.20	\$ 152.19	\$ 155.23	\$ 158.34	\$ 161.50	\$ 164.73	\$ 168.03	\$ 171.39
Annual Taxable Revenue	\$ 4,193,404	\$ 4,277,272	\$ 4,362,818	\$ 4,450,074	\$ 4,539,076	\$ 4,629,857	\$ 4,722,454	\$ 4,816,903
City Tax Rate	7%							
State Tax Rate	6%							
	\$ 293,538	\$ 299,409	\$ 305,397	\$ 311,505	\$ 317,735	\$ 324,090	\$ 330,572	\$ 337,183
	\$ 251,604	\$ 256,636	\$ 261,769	\$ 267,004	\$ 272,345	\$ 277,791	\$ 283,347	\$ 289,014
	\$ 545,143	\$ 556,045	\$ 567,166	\$ 578,510	\$ 590,080	\$ 601,881	\$ 613,919	\$ 626,197
								<b>\$5,307,593</b>
								<b>\$4,549,365</b>
								<b>\$9,856,958</b>



# Financial Feasibility Analysis - Proposed Participation

## ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH 2.00%  
DISCOUNT RATE 6.00%

REAL PROPERTY TAX		
City of Grand Prairie	0.6695980	75%
Dallas County	0.2397400	0%
Tarrant County	0.2340000	0%
Ellis County	0.3201940	0%
Parkland	0.2661000	0%
DCCD	0.1240000	0%
Cedar Hill ISD	1.2833000	0%
Grand Prairie ISD	1.5097000	0%
Midlothian ISD	1.3798000	0%

BUSINESS PERSONAL PROPERTY TAX		
City of Grand Prairie	0.6695980	0%
Dallas County	0.2397400	0%
Tarrant County	0.2340000	0%
Ellis County	0.3201940	0%
Parkland	0.2661000	0%
DCCD	0.1240000	0%
Cedar Hill ISD	1.2833000	0%
Grand Prairie ISD	1.5097000	0%
Midlothian ISD	1.3798000	0%

SALES TAX		
	0.0200000	0.00%
		0.0000000

HOT	
City Tax Rate	0%
State Tax Rate	0%

TAX YEAR	BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	TOTALS	
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040		
<b>1999 BASE YEAR (ORIGINAL BOUNDARY)</b>																								
City of Grand Prairie	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463		
Dallas County	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463		
Parkland	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463		
DCCD	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463		
Cedar Hill ISD	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463		
<b>TAXABLE VALUE</b>																								
City of Grand Prairie	87,530,908	89,281,526	91,067,157	92,888,500	94,746,270	96,641,195	98,574,019	100,545,499	102,556,409	104,607,538	106,699,688	108,833,682	111,010,356	113,230,563	115,495,174	117,805,078	120,161,179	122,564,403	125,015,691	127,516,005	130,066,325	132,667,651		
Dallas County	87,530,908	89,281,526	91,067,157	92,888,500	94,746,270	96,641,195	98,574,019	100,545,499	102,556,409	104,607,538	106,699,688	108,833,682	111,010,356	113,230,563	115,495,174	117,805,078	120,161,179	122,564,403	125,015,691	127,516,005	130,066,325	132,667,651		
Parkland	87,530,908	89,281,526	91,067,157	92,888,500	94,746,270	96,641,195	98,574,019	100,545,499	102,556,409	104,607,538	106,699,688	108,833,682	111,010,356	113,230,563	115,495,174	117,805,078	120,161,179	122,564,403	125,015,691	127,516,005	130,066,325	132,667,651		
DCCD	87,530,908	89,281,526	91,067,157	92,888,500	94,746,270	96,641,195	98,574,019	100,545,499	102,556,409	104,607,538	106,699,688	108,833,682	111,010,356	113,230,563	115,495,174	117,805,078	120,161,179	122,564,403	125,015,691	127,516,005	130,066,325	132,667,651		
Cedar Hill ISD	87,530,908	89,281,526	91,067,157	92,888,500	94,746,270	96,641,195	98,574,019	100,545,499	102,556,409	104,607,538	106,699,688	108,833,682	111,010,356	113,230,563	115,495,174	117,805,078	120,161,179	122,564,403	125,015,691	127,516,005	130,066,325	132,667,651		
<b>TAXABLE VALUE INCREMENT</b>																								
City of Grand Prairie		89,007,063	90,792,694	92,614,037	94,471,807	96,366,732	98,299,556	100,271,036	102,281,946	104,333,075	106,425,225	108,559,219	110,735,893	112,956,100	115,220,711	117,530,615	119,886,716	122,289,940	124,741,228	127,241,542	129,791,862	132,393,188		
Dallas County		89,007,063	90,792,694	92,614,037	94,471,807	96,366,732	98,299,556	100,271,036	102,281,946	104,333,075	106,425,225	108,559,219	110,735,893	112,956,100	115,220,711	117,530,615	119,886,716	122,289,940	124,741,228	127,241,542	129,791,862	132,393,188		
Parkland		89,007,063	90,792,694	92,614,037	94,471,807	96,366,732	98,299,556	100,271,036	102,281,946	104,333,075	106,425,225	108,559,219	110,735,893	112,956,100	115,220,711	117,530,615	119,886,716	122,289,940	124,741,228	127,241,542	129,791,862	132,393,188		
DCCD		89,007,063	90,792,694	92,614,037	94,471,807	96,366,732	98,299,556	100,271,036	102,281,946	104,333,075	106,425,225	108,559,219	110,735,893	112,956,100	115,220,711	117,530,615	119,886,716	122,289,940	124,741,228	127,241,542	129,791,862	132,393,188		
Cedar Hill ISD		89,007,063	90,792,694	92,614,037	94,471,807	96,366,732	98,299,556	100,271,036	102,281,946	104,333,075	106,425,225	108,559,219	110,735,893	112,956,100	115,220,711	117,530,615	119,886,716	122,289,940	124,741,228	127,241,542	129,791,862	132,393,188		
<b>REVENUE A (ORIGINAL BOUNDARY)</b>																								
<b>TAXABLE VALUE GROWTH</b>																								
City of Grand Prairie		447,259	456,232	465,384	474,719	484,241	493,954	503,860	513,965	524,272	534,785	545,508	556,446	567,603	578,982	590,590	602,429	614,505	626,823	639,387	652,202	665,274	11,538,422	
Dallas County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Parkland		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
DCCD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cedar Hill ISD		1,142,228	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1,142,228	
	npv @ 6%	7,276,768	1,589,487	456,232	465,384	474,719	484,241	493,954	503,860	513,965	524,272	534,785	545,508	556,446	567,603	578,982	590,590	602,429	614,505	626,823	639,387	652,202	665,274	12,680,649
<b>2019 BASE YEAR (EXPANDED BOUNDARY)</b>																								
City of Grand Prairie	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251		
Dallas County	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110		
Tarrant County	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201		
Ellis County	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940		
Parkland	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251		
DCCD	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251		
Grand Prairie ISD	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251		
<b>TAXABLE VALUE</b>																								
City of Grand Prairie	234,163,696	238,846,970	243,623,909	248,496,388	253,466,315	258,535,642	263,706,354	268,980,482	274,360,091	279,847,293	285,444,239	291,153,124	296,976,186	302,915,710	308,974,024	315,153,504	321,456,575	327,885,706	334,443,420	341,132,289	347,954,934			
Dallas County	34,774,972	35,470,472	36,179,881	36,903,479	37,641,548	38,394,379	39,162,267	39,945,512	40,744,422	41,559,311	42,390,947	43,239,307	44,103,073	44,985,135	45,884,837	46,802,534	47,738,585	48,693,356	49,667,224	50,660,568	51,673,779			
Tarrant County	194,435,665	198,324,378	202,290,866	206,336,683	210,463,417	214,672,685	218,966,139	223,345,462	227,815,991	232,386,618	237,056,311	241,756,311	246,591,437	251,523,265	256,553,731	261,684,805	266,918,501							





# Financial Feasibility Analysis - 100% of Revenues

## ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH 2.00% DISCOUNT RATE 6.00%		REAL PROPERTY TAX		BUSINESS PERSONAL PROPERTY TAX		SALES TAX		HOT																
City of Grand Prairie	0.6699980	75%	0.5024985	City of Grand Prairie	0.6699980	100%	0.6699980	City Tax Rate	7%															
Dallas County	0.2397400	100%	0.2397400	Dallas County	0.2397400	100%	0.2397400	State Tax Rate	6%															
Tarrant County	0.2340000	100%	0.2340000	Tarrant County	0.2340000	100%	0.2340000																	
Ellis County	0.3201940	100%	0.3201940	Ellis County	0.3201940	100%	0.3201940																	
Parkland	0.2661000	100%	0.2661000	Parkland	0.2661000	100%	0.2661000																	
DCCD	0.1240000	100%	0.1240000	DCCD	0.1240000	100%	0.1240000																	
Cedar Hill ISD	1.2833000	100%	1.2833000	Cedar Hill ISD	1.2833000	100%	1.2833000																	
Grand Prairie ISD	1.5097000	100%	1.5097000	Grand Prairie ISD	1.5097000	100%	1.5097000																	
Midlothian ISD	1.3798000	100%	1.3798000	Midlothian ISD	1.3798000	100%	1.3798000																	
TAX YEAR	BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	TOTALS	
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040		
<b>1999 BASE YEAR (ORIGINAL BOUNDARY)</b>																								
City of Grand Prairie	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	
Dallas County	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	
Parkland	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	
DCCD	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	
Cedar Hill ISD	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	274,463	
<b>TAXABLE VALUE</b>																								
City of Grand Prairie	87,530,908	89,281,526	91,067,157	92,888,500	94,746,270	96,641,195	98,574,019	100,545,499	102,556,409	104,607,538	106,699,688	108,833,682	111,010,356	113,230,563	115,495,174	117,805,078	120,161,179	122,564,403	125,015,691	127,516,005	130,066,325	132,667,651	132,667,651	
Dallas County	87,530,908	89,281,526	91,067,157	92,888,500	94,746,270	96,641,195	98,574,019	100,545,499	102,556,409	104,607,538	106,699,688	108,833,682	111,010,356	113,230,563	115,495,174	117,805,078	120,161,179	122,564,403	125,015,691	127,516,005	130,066,325	132,667,651	132,667,651	
Parkland	87,530,908	89,281,526	91,067,157	92,888,500	94,746,270	96,641,195	98,574,019	100,545,499	102,556,409	104,607,538	106,699,688	108,833,682	111,010,356	113,230,563	115,495,174	117,805,078	120,161,179	122,564,403	125,015,691	127,516,005	130,066,325	132,667,651	132,667,651	
DCCD	87,530,908	89,281,526	91,067,157	92,888,500	94,746,270	96,641,195	98,574,019	100,545,499	102,556,409	104,607,538	106,699,688	108,833,682	111,010,356	113,230,563	115,495,174	117,805,078	120,161,179	122,564,403	125,015,691	127,516,005	130,066,325	132,667,651	132,667,651	
Cedar Hill ISD	87,530,908	89,281,526	91,067,157	92,888,500	94,746,270	96,641,195	98,574,019	100,545,499	102,556,409	104,607,538	106,699,688	108,833,682	111,010,356	113,230,563	115,495,174	117,805,078	120,161,179	122,564,403	125,015,691	127,516,005	130,066,325	132,667,651	132,667,651	
<b>TAXABLE VALUE INCREMENT</b>																								
City of Grand Prairie	89,007,063	90,792,694	92,614,037	94,471,807	96,366,732	98,299,556	100,271,036	102,281,946	104,333,075	106,425,225	108,559,219	110,735,893	112,956,100	115,220,711	117,530,615	119,886,716	122,289,940	124,741,228	127,241,542	129,791,862	132,393,188	132,393,188	132,393,188	
Dallas County	89,007,063	90,792,694	92,614,037	94,471,807	96,366,732	98,299,556	100,271,036	102,281,946	104,333,075	106,425,225	108,559,219	110,735,893	112,956,100	115,220,711	117,530,615	119,886,716	122,289,940	124,741,228	127,241,542	129,791,862	132,393,188	132,393,188	132,393,188	
Parkland	89,007,063	90,792,694	92,614,037	94,471,807	96,366,732	98,299,556	100,271,036	102,281,946	104,333,075	106,425,225	108,559,219	110,735,893	112,956,100	115,220,711	117,530,615	119,886,716	122,289,940	124,741,228	127,241,542	129,791,862	132,393,188	132,393,188	132,393,188	
DCCD	89,007,063	90,792,694	92,614,037	94,471,807	96,366,732	98,299,556	100,271,036	102,281,946	104,333,075	106,425,225	108,559,219	110,735,893	112,956,100	115,220,711	117,530,615	119,886,716	122,289,940	124,741,228	127,241,542	129,791,862	132,393,188	132,393,188	132,393,188	
Cedar Hill ISD	89,007,063	90,792,694	92,614,037	94,471,807	96,366,732	98,299,556	100,271,036	102,281,946	104,333,075	106,425,225	108,559,219	110,735,893	112,956,100	115,220,711	117,530,615	119,886,716	122,289,940	124,741,228	127,241,542	129,791,862	132,393,188	132,393,188	132,393,188	
<b>REVENUE A (ORIGINAL BOUNDARY)</b>																								
<b>TAXABLE VALUE GROWTH</b>																								
City of Grand Prairie		447,259	456,232	465,384	474,719	484,241	493,954	503,860	513,965	524,272	534,785	545,508	556,446	567,603	578,982	590,590	602,429	614,505	626,823	639,387	652,202	665,274	665,274	City of Grand Prairie
Dallas County		213,386	217,666	222,033	226,487	231,030	235,663	240,390	245,211	250,128	255,144	260,260	265,478	270,801	276,230	281,768	287,416	293,178	299,055	305,049	311,163	317,399	317,399	Dallas County
Parkland		236,848	241,599	246,446	251,389	256,432	261,575	266,821	272,172	277,730	283,198	288,674	294,668	300,576	306,602	312,749	319,019	325,414	331,936	338,590	345,376	352,298	352,298	Parkland
DCCD		110,369	112,583	114,841	117,145	119,495	121,891	124,336	126,830	129,373	131,967	134,613	137,313	140,066	142,874	145,738	148,660	151,640	154,679	157,780	160,942	164,168	164,168	DCCD
Cedar Hill ISD		1,142,228	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Cedar Hill ISD
<b>npv @ 6%</b>																								
	15,046,942	2,150,089	1,028,081	1,048,704	1,069,741	1,091,198	1,113,084	1,135,408	1,158,178	1,181,404	1,205,094	1,229,258	1,253,905	1,279,455	1,304,688	1,330,844	1,357,523	1,384,736	1,412,493	1,440,805	1,469,683	1,499,139	27,143,100	
<b>2019 BASE YEAR (EXPANDED BOUNDARY)</b>																								
City of Grand Prairie	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251
Dallas County	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110	34,093,110
Tarrant County	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201	190,623,201
Ellis County	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940	4,855,940
Parkland	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251
DCCD	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251
Grand Prairie ISD	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251	229,572,251
<b>TAXABLE VALUE</b>																								
City of Grand Prairie	234,163,696	238,846,970	243,623,909	248,496,388	253,466,315	258,535,642	263,706,354	268,980,482	274,360,091	279,847														

# Financial Feasibility Analysis - 100% of Revenues

## ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

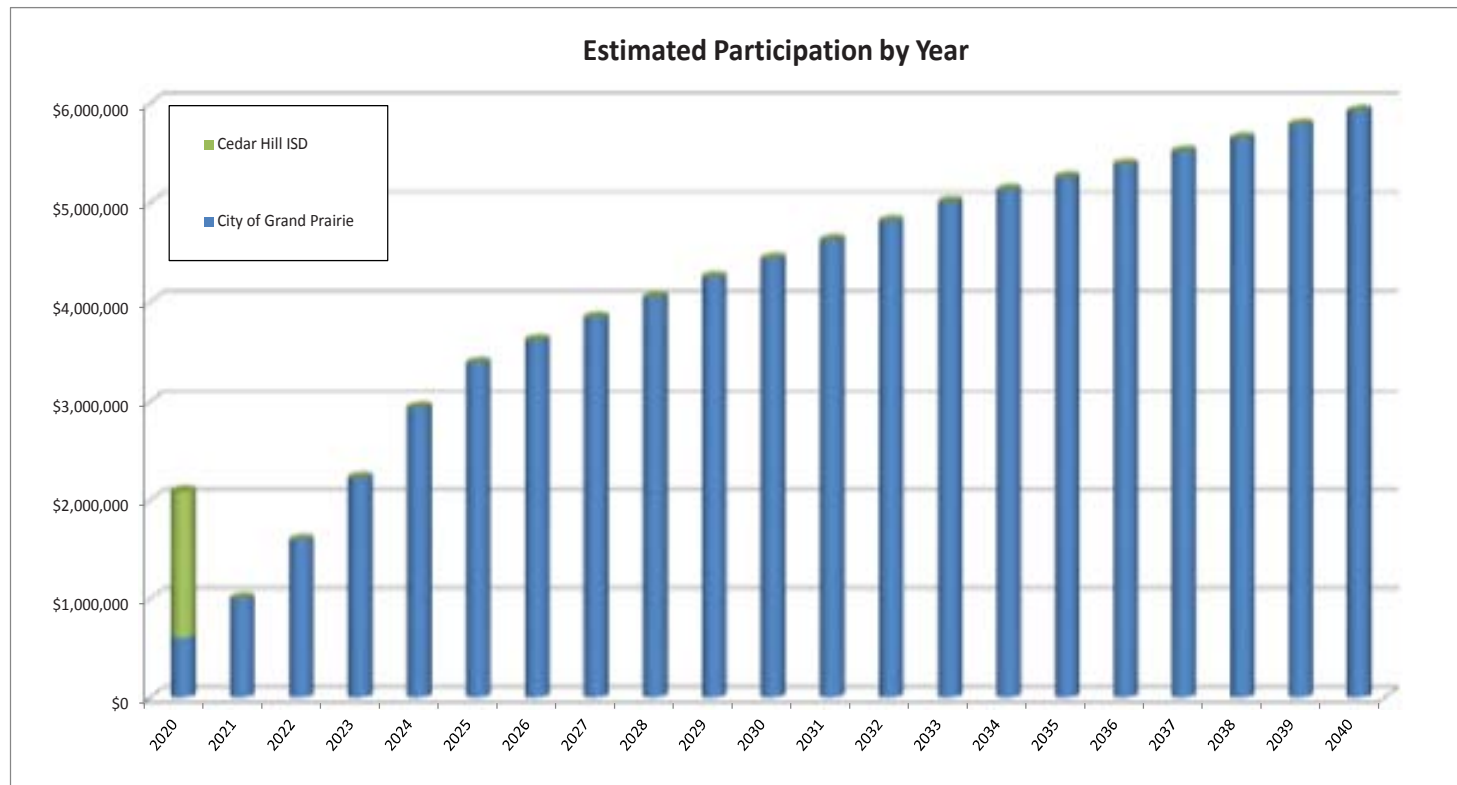
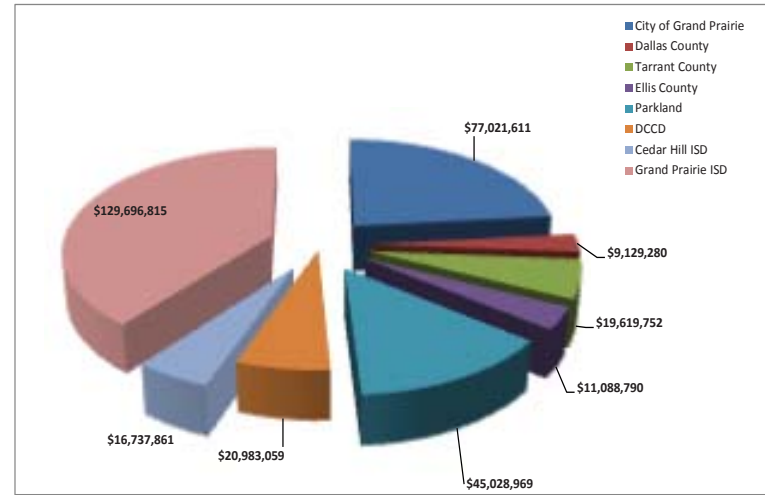
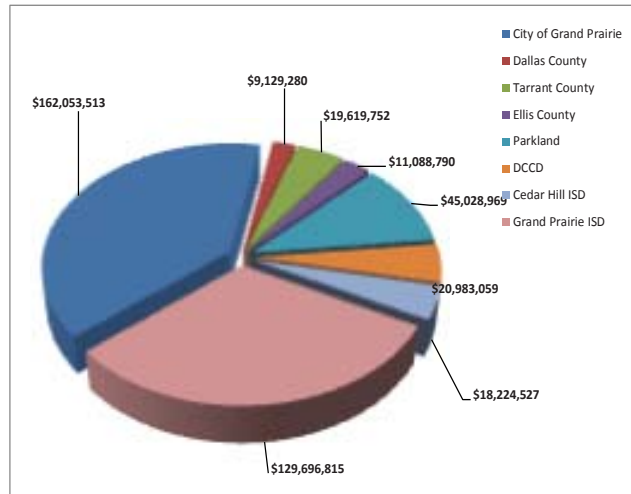
TAXABLE BASE YEAR GROWTH 2.00%  
DISCOUNT RATE 6.00%

TAX YEAR	REAL PROPERTY TAX		BUSINESS PERSONAL PROPERTY TAX		SALES TAX		HOT																
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	TOTALS
City of Grand Prairie	0.6699980	75%	0.5024985	City of Grand Prairie	0.6699980	100%	0.6699980	City Tax Rate	7%														
Dallas County	0.2397400	100%	0.2397400	Dallas County	0.2397400	100%	0.2397400	State Tax Rate	6%														
Tarrant County	0.2340000	100%	0.2340000	Tarrant County	0.2340000	100%	0.2340000																
Ellis County	0.3201940	100%	0.3201940	Ellis County	0.3201940	100%	0.3201940																
Parkland	0.2661000	100%	0.2661000	Parkland	0.2661000	100%	0.2661000																
DCCD	0.1240000	100%	0.1240000	DCCD	0.1240000	100%	0.1240000																
Cedar Hill ISD	1.2833000	100%	1.2833000	Cedar Hill ISD	1.2833000	100%	1.2833000																
Grand Prairie ISD	1.5097000	100%	1.5097000	Grand Prairie ISD	1.5097000	100%	1.5097000																
Midlothian ISD	1.3798000	100%	1.3798000	Midlothian ISD	1.3798000	100%	1.3798000																
<b>AREA DEVELOPMENT ZONE #3</b>																							
REAL PROPERTY TAX	0	1,659,400	5,738,800	38,483,800	94,873,800	120,938,800	123,367,576	125,824,728	128,341,222	130,908,047	133,526,207	136,196,732	138,920,666	141,699,080	144,533,061	147,423,722	150,372,197	153,379,641	156,447,234	159,576,178	162,767,702		
BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Grand Prairie	0	8,338	28,837	193,381	476,739	607,716	619,870	632,267	644,913	657,811	670,967	684,387	698,074	712,036	726,276	740,802	755,618	770,730	786,145	801,868	817,905	12,034,681	City of Grand Prairie
Tarrant County	0	3,883	13,429	90,052	222,005	282,997	288,657	294,430	300,318	306,325	312,451	318,700	325,074	331,576	338,207	344,972	351,871	358,906	366,087	373,408	380,876	5,604,227	Tarrant County
Parkland	0	4,416	15,271	102,405	252,459	321,818	328,255	334,820	341,516	348,346	355,313	362,420	369,668	377,061	384,602	392,295	400,140	408,143	416,308	424,632	433,125	6,373,011	Parkland
DCCD	0	2,058	7,116	47,720	117,644	149,964	152,963	156,023	159,143	162,326	165,572	168,884	172,262	175,707	179,221	182,805	186,462	190,191	193,995	197,874	201,832	2,969,761	DCCD
Grand Prairie ISD	0	25,052	86,639	580,990	1,432,310	1,825,813	1,862,329	1,899,576	1,937,567	1,976,319	2,015,845	2,056,162	2,097,285	2,139,231	2,182,016	2,225,656	2,270,169	2,315,572	2,361,884	2,409,122	2,457,304	36,156,841	Grand Prairie ISD
NPV @ 6%	30,213,885	0	43,747	151,292	1,014,548	2,501,157	3,188,308	3,252,074	3,317,115	3,383,458	3,451,127	3,520,149	3,590,552	3,662,363	3,735,611	3,810,323	3,886,529	3,964,260	4,043,545	4,124,416	4,206,904	4,291,042	63,138,521
<b>AREA DEVELOPMENT ZONE #4</b>																							
REAL PROPERTY TAX	0	36,920,000	104,304,000	146,316,800	166,145,600	174,425,600	177,914,112	181,472,394	185,101,842	188,803,879	192,579,957	196,431,556	200,360,187	204,367,391	208,454,738	212,623,833	216,876,310	221,213,836	225,638,113	230,150,875	234,753,892		
BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Grand Prairie	0	185,522	524,126	735,240	834,879	876,486	894,016	911,896	930,134	948,737	967,711	987,066	1,006,807	1,026,943	1,047,482	1,068,432	1,089,800	1,111,596	1,133,828	1,156,505	1,179,635	18,616,840	City of Grand Prairie
Tarrant County	0	86,393	244,071	342,381	388,781	408,198	416,319	424,645	433,138	441,801	450,637	459,650	468,843	478,220	487,784	497,540	507,491	517,640	527,993	538,553	549,324	8,669,360	Tarrant County
Parkland	0	98,244	277,553	389,349	442,113	464,147	473,429	482,898	492,556	502,407	512,455	522,704	533,158	543,822	554,698	565,792	577,108	588,650	600,423	612,431	624,680	9,858,619	Parkland
DCCD	0	45,781	129,337	181,433	206,021	216,288	220,613	225,026	229,520	234,117	238,799	243,575	248,447	253,416	258,484	263,654	268,927	274,305	279,791	285,387	291,095	4,594,020	DCCD
Grand Prairie ISD	0	557,381	1,574,677	2,208,945	2,508,300	2,633,303	2,685,969	2,739,689	2,794,483	2,850,372	2,907,380	2,965,527	3,024,838	3,085,334	3,147,041	3,209,982	3,274,182	3,339,665	3,406,459	3,474,588	3,544,080	55,932,195	Grand Prairie ISD
NPV @ 6%	46,895,807	0	973,321	2,749,765	3,857,348	4,380,094	4,598,379	4,690,347	4,764,154	4,879,837	4,977,434	5,076,983	5,178,522	5,282,093	5,387,734	5,495,489	5,605,399	5,717,507	5,831,857	5,948,494	6,067,464	6,188,813	97,671,035
<b>AREA DEVELOPMENT ZONE #5</b>																							
REAL PROPERTY TAX	0	1,728,000	11,054,000	20,569,000	30,046,000	37,606,000	38,358,120	39,125,282	39,907,788	40,705,944	41,520,063	42,350,464	43,197,473	44,061,423	44,942,651	45,841,504	46,758,334	47,693,501	48,647,371	49,620,318	50,612,725		
BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Grand Prairie	0	8,883	55,546	103,359	150,981	188,970	192,749	196,604	200,536	204,547	208,638	212,810	217,067	221,408	225,836	230,353	234,960	239,659	244,452	249,341	254,328	3,840,827	City of Grand Prairie
Tarrant County	0	4,044	25,866	48,131	70,308	87,998	89,758	91,553	93,384	95,252	97,157	99,100	101,082	103,104	105,166	107,269	109,415	111,603	113,835	116,112	118,434	1,788,570	Tarrant County
Parkland	0	4,598	29,415	54,734	79,952	100,070	104,112	108,195	112,339	116,543	119,805	123,127	126,507	129,945	133,442	137,000	140,620	144,303	148,051	151,865	155,746	2,033,925	Parkland
DCCD	0	2,143	13,707	25,908	37,257	48,631	47,864	48,515	49,486	50,475	51,485	52,515	53,565	54,636	55,729	56,843	57,980	59,140	60,323	61,529	62,760	947,769	DCCD
Grand Prairie ISD	0	26,088	166,882	310,530	453,604	567,738	579,093	590,674	602,488	614,538	626,828	639,365	652,152	665,195	678,499	692,069	705,911	720,029	734,429	749,118	764,100	11,539,331	Grand Prairie ISD
NPV @ 6%	9,819,069	0	45,555	291,416	542,260	792,102	991,406	1,011,235	1,031,459	1,052,088	1,073,130	1,094,593	1,116,485	1,138,814	1,161,591	1,184,822	1,208,519	1,232,689	1,257,343	1,282,490	1,308,140	1,334,303	20,150,441
<b>AREA DEVELOPMENT ZONE #6</b>																							
REAL PROPERTY TAX	0	5,240,000	34,890,000	68,400,000	109,845,000	142,190,000	168,060,000	193,930,000	214,130,000	234,330,000	254,530,000	274,730,000	295,130,000	315,530,000	321,840,000	328,277,412	334,842,960	341,539,819	348,370,616	355,338,028	362,444,789		
BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Grand Prairie	0	26,331	175,322	343,709	551,969	714,503	844,499	974,495	1,078,000	1,177,505	1,279,009	1,380,514	1,483,024	1,585,534	1,617,244	1,649,589	1,682,581	1,716,232	1,750,557	1,785,568	1,821,280	23,635,465	City of Grand Prairie
Ellis County	0	12,262	81,843	160,056	257,037	332,725	393,260	453,796	501,064	548,332	595,600	642,868	690,604	738,340	753,107	768,169	783,533	799,203	815,187	831,491	848,121	11,006,399	Ellis County
Parkland	0	13,944	92,842	182,012	292,298	376,368	447,208	516,048	569,800	623,552	677,304	731,057	784,811	838,625	856,418	874,546	891,017	906,837	922,014	945,554	964,466	12,516,251	Parkland
DCCD	0	6,498	43,264	84,816	136,208	176,316	208,394	240,473	265,521	290,569	315,617	340,665	365,901	391,257	399,082	407,064	415,205	423,509	431,980	440,619	449,432	5,832,451	DCCD
Midlothian ISD	0	78,108	526,734	1,032,636	1,658,330	2,146,642	2,537,202	2,927,761	3,323,721	3,537,680	3,842,639	4,147,599	4,455,578	4,763,556	4,858,828	4,956,004	5,055,124	5,156,227	5,259,351	5,364,538	5,471,829	71,010,087	Midlothian ISD
NPV @ 6%	56,683,373	0	138,142	919,805	1,803,228	2,895,842	3,748,553	4,430,563	5,112,574	5,645,106	6,177,638	6,710,171	7,242,703										

# Financial Feasibility Analysis - Summary

## Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIF	Net Benefit
City of Grand Prairie	\$162,053,513	\$85,031,902	\$77,021,611
Dallas County	\$9,129,280	\$0	\$9,129,280
Tarrant County	\$19,619,752	\$0	\$19,619,752
Ellis County	\$11,088,790	\$0	\$11,088,790
Parkland	\$45,028,969	\$0	\$45,028,969
DCCD	\$20,983,059	\$0	\$20,983,059
Cedar Hill ISD	\$18,224,527	\$1,486,665	\$16,737,861
Grand Prairie ISD	\$129,696,815	\$0	\$129,696,815
Midlothian ISD	\$71,010,087	\$0	\$71,010,087
<b>Total</b>	<b>\$486,834,791</b>	<b>\$86,518,568</b>	<b>\$400,316,224</b>





**Projects Cost Estimates:**

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

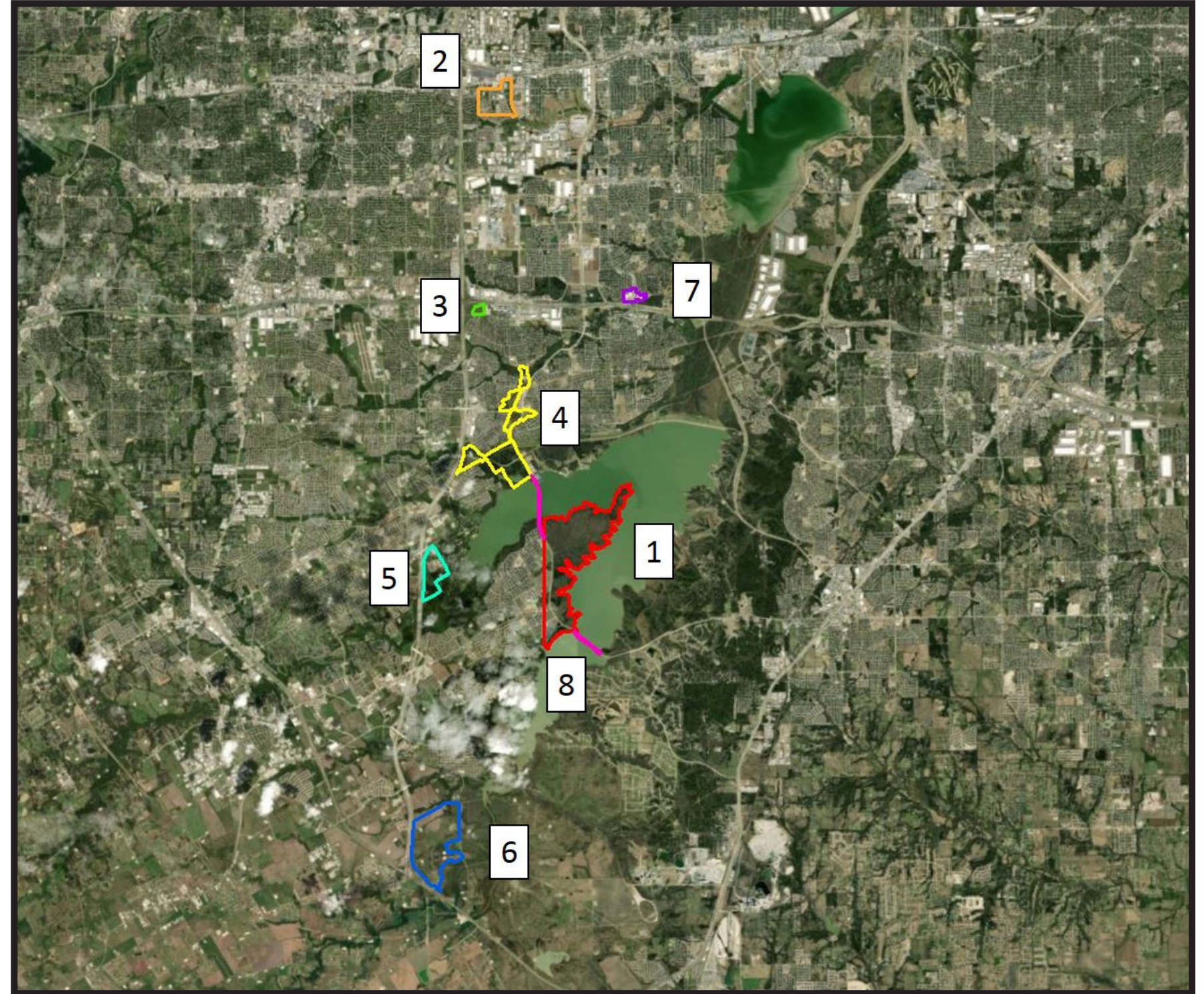
**Length of TIRZ #3 in Years:**

The TIRZ will be extended for an additional 21 year term (to allow for 20 additional years of increment) and is scheduled to end on December 31, 2041.

**Powers and Duties of Board of Directors:**

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.







Legislation Details (With Text)

**File #:** 20-10642      **Version:** 1      **Name:** LGC agreement  
**Type:** Resolution      **Status:** Consent Agenda  
**File created:** 11/30/2020      **In control:** City Attorney  
**On agenda:** 12/15/2020      **Final action:**  
**Title:** Resolution amending Resolution 5126-2020 for a Chapter 380 Economic Development Agreement with Grand Prairie Local Government Corporation to increase the cash grant to a total of \$2,900,000 to be used for purchase and maintenance of real property; identify the property located at 401 W. Church Street as a suitable site for the location, relocation or expansion of a business within the City

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [20-10593 Chapter 380 Economic Development](#)

Date	Ver.	Action By	Action	Result
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**From**

Megan Mahan

**Title**

Resolution amending Resolution 5126-2020 for a Chapter 380 Economic Development Agreement with Grand Prairie Local Government Corporation to increase the cash grant to a total of \$2,900,000 to be used for purchase and maintenance of real property; identify the property located at 401 W. Church Street as a suitable site for the location, relocation or expansion of a business within the City

**Presenter**

Megan Mahan, City Attorney

**Recommended Action**

Approve

**Analysis**

The City created the Economic Development Department to oversee programs authorized by Texas law and approved by the City Council. Included among those programs are ones authorized by Chapter 380 of the Texas Local Government Code (the "Program"), to promote state and local economic development and to stimulate business and commercial activity in the City.

Grand Prairie has determined that this Program will directly establish a public purpose - and that all transactions involving the use of public funds and resources in the establishment and administration of the Program as authorized will promote state and local economic development and will stimulate and promote business and commercial activity in the City.

To assist in governmental functions relating and to promoting economic development within the City, City

desires the Grand Prairie Local Government Corporation ("GPLGC") to establish a program, in coordination with City's economic development programs, to purchase and consolidate ownership or real property within the City identified as suitable for the location, relocation, and/or expansion of businesses within the City. GPLGC has advised that a contributing factor that would induce GPLGC to establish such a program and make it financially feasible to purchase properties identified as part of such program, a grant of funds is necessary to establish a pool available to GPLGC to purchase identified properties. This agreement creates this fund. Staff has determined that making an economic development grant to the GPLGC in accordance with this Agreement is consistent with City's Economic Development Program and will (i) further City's objectives, (2) benefit City and City's inhabitants, and (iii) promote local economic development and stimulate business and commercial activity in the City.

This Resolution will amend Resolution 5126-2020 to increase the cash grant to a total of \$2,900,000. The City has identified that the property located at 401 W. Church Street is a suitable site for the location, relocation or expansion of a business within the City.

#### **Financial Consideration**

Funding for the cash grant, in the amount of \$2,900,000, is available in the Capital Reserve Fund (402590) WO #02110303 (FY21 ECO DEV Projects).

#### **..Body**

### **A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, TO AMEND RESOLUTION 5126-2020 FOR A CHAPTER 380 PROGRAM AGREEMENT TO INCREASE THE TOTAL INCENTIVE TO \$2,900,000 IN ECONOMIC DEVELOPMENT INCENTIVES WITH GRAND PRAIRIE LOCAL GOVERNMENT CORPORATION**

**WHEREAS**, Grand Prairie Local Government Corporation ("GPLGC") is organized for the purpose of aiding, assisting, and acting on behalf of City in the performance of City's governmental functions to promote the common good and general welfare of the City on behalf of the City, the promotion of economic development, the acquisition, development and redevelopment of real property within the City, the construction and/or operation of City facilities; and to perform such other governmental purposes of the City as may be determined from time to time by the city council of the City (the "City Council"); and

**WHEREAS**, GPLGC's Bylaws, as approved by the City Council, grants to GBLGC the authority to (i) own, purchase, lease, develop, redevelop, construct, maintain, and dispose of real and personal property; and (ii) contract with the City, political subdivisions, units of governments, and other persons and non-governmental entities; and

**WHEREAS**, as a manner of assisting City in City's governmental functions relating to the promotion of economic development within the City, City desires GPLGC to establish a program, in coordination with City's economic development programs, to purchase and consolidate ownership or real property within the City that has been identified as suitable for the location, relocation, and/or expansion of businesses within the City; and

**WHEREAS**, GPLGC has advised City that a contributing factor that would induce GPLGC to establish the foregoing program and to make it financially feasible to purchase properties that identified as part of such program, a grant of funds is necessary to establish a pool of funds available to GPLGC to purchase identified properties; and

**WHEREAS**, City is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380 to provide economic development grants to promote local economic



development and to stimulate business and commercial activity in the City; and

**WHEREAS**, City has determined that making an economic development grant to the GPLGC in accordance with this Agreement is in accordance with City's Economic Development Program and will (i) further City's objectives, (2) benefit City and City's inhabitants, and (iii) promote local economic development and stimulate business and commercial activity in the City.

**WHEREAS**, the City Council has determined that it is in the public interest to enter into a Chapter 380 Program Agreement for Economic Development Incentives.

**NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:**

**SECTION 1. The granting of an incentive in the total revised amount of \$2,900,000 through a Chapter 380 incentive agreement is approved, and the City Manager is hereby authorized to execute contracts to effectuate this approval.**

**SECTION 2. The property located at 401 W. Church Street is a suitable site for the location, relocation or expansion of a business within the City.**

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15th DAY OF DECEMBER, 2020**



Legislation Details (With Text)

<b>File #:</b>	20-10665	<b>Version:</b>	1	<b>Name:</b>	Contract for Credit Card Payment System with OpenEdge
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	12/3/2020	<b>In control:</b>		<b>In control:</b>	Engineering
<b>On agenda:</b>	12/15/2020	<b>Final action:</b>		<b>Final action:</b>	

**Title:** Contract for Credit Card Payment System with sole source provider OpenEdge for an initial term of 1 year with options to renew annually; OpenEdge will have an effective rate of 0.95% (estimated at \$11,964 annually); Authorize the City Manager to execute up to 5 renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as enough funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms; additional renewals past 5 require additional City Council approval

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Open\\_Edge\\_Contract.pdf](#)  
[Sole Source Letter.pdf](#)

Date	Ver.	Action By	Action	Result
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**From**

Thao Vo

**Title**

Contract for Credit Card Payment System with sole source provider OpenEdge for an initial term of 1 year with options to renew annually; OpenEdge will have an effective rate of 0.95% (estimated at \$11,964 annually); Authorize the City Manager to execute up to 5 renewal options with aggregate price fluctuations of the lesser of up to \$50,000 or 25% of the original maximum price so long as enough funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms; additional renewals past 5 require additional City Council approval

**Presenter**

Thao Vo, Audit Services Internal Auditor

**Recommended Action**

Approve

**Analysis**

Tyler Technologies MyGovPay is a citizen facing online payment portal which is part of the EnerGov CSS. It requires no custom programming and allows CSS to process payments without worry of PCI compliance. MyGovPay requires an agreement with a 3<sup>rd</sup> Party Gateway and OpenEdge is the sole source partner of the Tyler Technologies EnerGov software. OpenEdge is the integrated credit card processor for automated bank reconciliation, direct refunds to credit card accounts and one step voided payments.

### **Financial Consideration**

OpenEdge will have an effective rate of 0.95%. Based on an analysis of \$104,854 in revenues a month (Building Inspections Credit Card Revenue - FY 2020) there will be an approximate cost to the City in the amount of \$997 per month. OpenEdge has also submitted an IC + Fee Lock Guarantee for the term of the contract. Funds are available in the FY2020/2021 Pooled Investment Fund budget 223810-61425 and will be charged accordingly through the end of the fiscal year. Funding for future fiscal years will be paid from that year's approved budget.



## Merchant Application

Business Information			
<i>Merchant's DBA Name/Outlet Name:</i> The City of Grand Prairie (Planning & Development)		<i>Merchant's Legal Name:</i> The City of Grand Prairie	
<i>Physical Street Address (No P.O. Box):</i> 300 W Main St		<i>Legal Address:</i> 300 W Main St	
<i>City, State, Zip:</i> Grand Prairie, TX 75050		<i>City, State, Zip:</i> Grand Prairie, TX 75050	
<i>DBA Phone:</i> (972) 237-8230	<i>Fax:</i>	<i>Corp. Phone:</i> (972) 237-8230	<i>Fax:</i>
<i>Contact Name at this Address:</i> Rob Ard		<i>Contact Name at this Address:</i> Rob Ard	
<i>E-Mail:</i> rard@gptx.org		<i>E-Mail:</i> rard@gptx.org	
<i>Customer Service Phone # (Required for MOTO and Internet merchants only):</i> (972) 237-8230			
<i>Website Address (Required for Internet merchants):</i>			

Merchant Profile			
<i>Ticker Symbol:</i>		<i>Market Type:</i>	
<i>Type of Ownership:</i> <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc. <input type="checkbox"/> Tax Exempt Org (501C: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 10) <input checked="" type="checkbox"/> Government/Municipality		<input type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input checked="" type="checkbox"/> MO/TO <input type="checkbox"/> Auto Rental <input type="checkbox"/> P-Card <input type="checkbox"/> Cash Advance <input type="checkbox"/> E-Commerce <input type="checkbox"/> Other	
<i>Type of Goods or Services Sold:</i> Local Government Permitting & Licensing		<i>SIC Code:</i> 9399	
<i>Years in Business Under Current Ownership:</i> 111		<i>Federal Tax ID #:</i> 756000543	
<i>Do you currently accept AMEX/Visa/MasterCard/Discover?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

*Does merchant accept transactions before the customer receives product or service?*    Yes    No      If yes:

*How long does customer wait before product is received?*      *day(s)*      *% of sales in this category*  
*% cost that is prepayment?*

*Does merchant offer warranties, dues, subscriptions, memberships or other extended services?*    Yes    No      If yes:

*Duration of extended service or benefit (in weeks):*

*Annual Amex/Visa/MC/Discover Sales:* \$7,027,217.00      *Average Ticket:* \$180.00      *Total Amex/Visa/MC/Discover Sales (multiple locations only):*

### Member Bank (Acquirer) Information

Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834

#### Important Member Bank (Acquirer) Responsibilities

1. A Visa Member is the **only entity** approved to extend acceptance of Visa products directly to a merchant.
2. A Visa Member must be a principal (signer) to the Card Services Agreement.
3. The Visa Member is responsible for and must provide settlement funds to the Merchant.
4. The Visa Member is responsible for all funds held in reserve that are derived from settlement.
5. The Visa Member is responsible for educating Merchants on pertinent Visa International Operating Regulations with which Merchants must comply.

#### Merchant Resources

You may download "Visa Regulations" from Visa at:  
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>  
 You may download "MasterCard Rules" from MasterCard at:  
<http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>  
 You may download additional Merchant information from Discover at:  
<http://www.discovernetwork.com/merchants/index.html>  
 You may download "American Express Merchant Operating Requirements" at:  
[https://icm.aexp-static.com/Internet/NGMS/US\\_en/Images/MerchantPolicyOptBlue.pdf](https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf)

#### Important Merchant Responsibilities

1. Ensure compliance with cardholder data security and storage requirements.
2. Maintain fraud and chargebacks below thresholds.
3. Review and understand the terms of the Card Services Agreement.
4. Comply with Visa International Operating Regulations.

The responsibilities listed above do not supersede terms of the Card Services Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the Merchant have any problems.

Merchant's Signature:

Name (printed):

Title:

Date

William Hills

City Manager

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.

Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.



Credit/Debit Card Services and Fee Schedule

Plan Type	New	Existing	Existing Merchant #	Discount Rate	Per Item	Per Auth
<input checked="" type="checkbox"/> VISA Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.1500%	\$0.0000	\$0.0800
<input checked="" type="checkbox"/> VISA Check	<input checked="" type="checkbox"/>	N/A	N/A	0.1500%	\$0.0000	\$0.0800
<input checked="" type="checkbox"/> MasterCard Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.1500%	\$0.0000	\$0.0800
<input checked="" type="checkbox"/> Debit MasterCard	<input checked="" type="checkbox"/>	N/A	N/A	0.1500%	\$0.0000	\$0.0800
<input checked="" type="checkbox"/> Discover Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.1500%	\$0.0000	\$0.0800
<input checked="" type="checkbox"/> Discover Check	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.1500%	\$0.0000	\$0.0800
<input checked="" type="checkbox"/> PayPal Credit (card present)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.1500%	\$0.0000	\$0.0800
<input checked="" type="checkbox"/> Diners Club, China Union Pay, JCB	<input type="checkbox"/>	<input type="checkbox"/>		2.8500%	\$0.1500	
<input checked="" type="checkbox"/> Debit (other than Visa or MC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$0.2900	
<input checked="" type="checkbox"/> EBT	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$0.3500	
<input checked="" type="checkbox"/> American Express	<input type="checkbox"/>	<input type="checkbox"/>		0.1500%	\$0.0000	\$0.0800
<input checked="" type="checkbox"/> American Express Prepaid	<input type="checkbox"/>	<input type="checkbox"/>		0.1500%	\$0.0000	\$0.0800

Merchant FNS# \_\_\_\_\_

Cash Benefits:  YES  NO

Daily Discount:  YES  NO

**Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)**

Surcharges:

Tiered

Rewards Discount  
Mid-Qualified Discount  
Non-Qualified Discount

Pass-Through Plus

Pass-Through Plus

Interchange Plus

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

**Other Fees (Per occurrence fees marked with a \*)**

Non-Refundable Application Fee *	Virtual Site Survey Fee *	\$15.00	Chargeback Fee *
\$10.00 Membership Fee	\$2.50 Retrieval Fee *		Monthly Debit Card Membership Fee
\$5.60 Monthly Regulatory Compliance Fee	\$25.00 Minimum Monthly Discount		Global Transport VT (Recurring Billing)
Annual Association Technology Fee	\$0.05 Voice AVS Fee *		Setup Fee *
Global Access @dVantage Monthly Fee	\$14.75 PCI ASSURE Monthly Fee		Global Transport VT (Recurring Billing)
\$0.60 Voice Authorization Fee *	\$39.00 PCI ASSURE Non-Compliance		Monthly Fee
\$0.25 Batch/ACH Fee *	Fee (monthly)		Global Transport VT (Recurring Billing)
\$15.00 Non-Sufficient Fund *	Data Monitoring Fee *		Transaction Fee *
\$10.00 Account Maintenance Fee	Other: _____	\$0.00	Customer Engagement Suite (Monthly)
Gateway Monthly Fee	Gateway Setup Fee		

**Association Fees and Assessments (Per occurrence fees marked with a \*)**

0.1300% GP Fee - DISC Assessments *	\$0.0300 GP Fee - MC Acct Status Inquiry *
0.5000% GP Fee - DISC Intl Processing *	\$0.0550 GP Fee - MC Data Integrity *
0.8000% GP Fee - DISC Intl Service *	\$0.0025 GP Fee - MC CVC2 *
\$0.0500 GP Fee - DISC Program Integrity Fee *	0.1300% GP Fee - MC Assessments *
0.1000% GP Fee - PayPal Assessment *	0.1400% GP Fee - MC Assessments Lg Tkt *
\$0.0250 GP Fee - PayPal Participation *	0.0200% GP Fee - MC Acceptance & Licensing *
0.1400% GP Fee - VISA Assessments-Credit *	0.6000% GP Fee - MC Cross Bdr Domestic *
0.1300% GP Fee - VISA Assessments-Debit *	1.0000% GP Fee - MC Cross Bdr Foreign *
1.0000% GP Fee - VISA Intl Svc Assessment-Purchase *	0.8500% GP Fee - MC Acq Program Support *
1.4000% GP Fee - VISA Intl Svc Assessment *	0.0100% GP Fee - MC Digital Enablement *
0.4500% GP Fee - VISA Intl Acquiring *	\$1.2500 GP Fee - MC Monthly Fee
\$0.1000 GP Fee - VISA Trans Integrity *	0.2500% GP Fee - MC Integrity - Final Auth (Max) *
\$0.0195 GP Fee - VISA APF - Credit *	\$0.0400 GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$0.0155 GP Fee - VISA APF - Debit *	\$0.0450 GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$0.0395 GP Fee - VISA APF Intl - Credit *	0.4000% GP Fee - AMEX Inbound *
\$0.0355 GP Fee - VISA APF Intl - Debit *	0.1500% GP Fee - AMEX Network *
\$0.0250 GP Fee - VISA AVS Only *	0.3000% GP Fee - AMEX CNP *
\$0.0900 GP Fee - VISA Misuse of Auth *	GP Fee - AMEX Access *
\$0.0350 GP Fee - VISA Account Verification Fee Credit *	0.0000% GP Fee - Settlement Funding Fee *
\$0.0300 GP Fee - VISA Account Verification Fee Debit *	\$0.0000 GP Fee - Settlement Funding Fee PI
\$0.0700 GP Fee - VISA Account Verification Fee Intl *	0.0000% GP Fee - Risk Assessment Fee
\$0.0085 GP Fee - VISA Kilobyte Fee	\$0.0000 GP Fee - Risk Assessment Fee PI

**Personal Guaranty**

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

**Signature of Guarantor (please sign below)**

**Name (printed):**

X \_\_\_\_\_, an individual

**Signature of Guarantor (please sign below)**

**Name (printed):**

X \_\_\_\_\_, an individual

**Owner/Officer Information**

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

<i>Name:</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
William Hills	City Manager	0%	09/09/1999	999-99-9999	(972) 237-8008
<i>Home Address:</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
300 W Main St			Grand Prairie	TX	75050
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
					<i>Years There:</i>
					35

<i>Name:</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
					<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
					<i>Years There:</i>

<i>Name:</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
					<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
					<i>Years There:</i>

<i>Name:</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
					<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i>	<i>Zip Code:</i>
					<i>Years There:</i>

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials?  Yes  No If "yes," please attach details.

**Bank Information (Attach Voided Check or Bank Letter):**

	Routing Number:	DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	111900659	1787947843	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank 2			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 3			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 4			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Merchant Site Survey Report (To be Completed by Sales Representative)**

Merchant Location:  Retail Location with Store Front  Office Building  Residence  Other: \_\_\_\_\_

Surrounding Area:  Commercial  Industrial  Residential

Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business?  Yes  No

If no, explain: \_\_\_\_\_

Does the Merchant use a Fulfillment House?  Yes  No If yes, was the Fulfillment House inspected?  Yes  No

The Merchant:  Owns  Leases the business premises

Further comments by inspector (must complete): \_\_\_\_\_

**I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.**

Verified and inspected by (print name): \_\_\_\_\_

Representative Name: \_\_\_\_\_ Representative Signature: X \_\_\_\_\_

Date: \_\_\_\_\_

Sales Rep Name:	Sales Rep Code:	Sales Phone Number:	Sales Email Address:
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Amex annual volume < \$1,000,000  YES  NO

Amex Acceptance  YES  NO

Amex Marketing  YES  NO

American Express Loyalty Program

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

**Merchant's Signature** **Name (printed):** **Title:** **Date:**  
 X \_\_\_\_\_ William Hills \_\_\_\_\_ City Manager \_\_\_\_\_

Hardware			
Quantity	Hardware Device	Rental/Purchase	Unit Price

Special Instructions:

Rate Table: Y (IC+)

Global Terminal Type: ZP2

**Cardholder Data Storage Compliance & Service Provider**

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
The signing merchant listed below has experienced an account data compromise.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A (I have never accepted payment cards)
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A (I have never accepted payment cards)
Merchant utilizes an EMV enabled terminal	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A

\*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

**It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.**

**Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization**

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions for Government Entities, revision number v2.2020, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

**IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.**

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

<b>Merchant's Signature - Owner/Officer Name 1:</b>	<b>Name (printed):</b> William Hills	<b>Title:</b> City Manager	<b>Date:</b>
<b>Merchant's Signature - Owner/Officer Name 2:</b>	<b>Name (printed):</b>	<b>Title:</b>	<b>Date:</b>
<b>Merchant's Signature - Owner/Officer Name 3:</b>	<b>Name (printed):</b>	<b>Title:</b>	<b>Date:</b>
<b>Merchant's Signature - Owner/Officer Name 4:</b>	<b>Name (printed):</b>	<b>Title:</b>	<b>Date:</b>
<b>Signing for Global Payments Direct, Inc.:</b>	<b>Name (printed):</b>	<b>Title:</b>	<b>Date:</b>
<b>Signing for Member:</b>	<b>Name (printed):</b>	<b>Name of Member (printed):</b>	<b>Date:</b>

**Merchant's Electronic Signature Details:**

Logged In User:  
IP Address:  
Date and Time:



## CARD SERVICES TERMS & CONDITIONS – GOVERNMENT ENTITIES

### 1. GENERAL.

- 1.1. The "**Card Services Agreement**" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "**you**"), Global Payments Direct, Inc. ("**Global Direct**"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("**Member**") is a member of Visa USA, Inc. ("**Visa**") and Mastercard International, Inc. ("**Mastercard**"). Global Direct is a registered independent sales organization of Visa®, a member service provider of Mastercard®, a registered Program Participant of American Express Travel Related Services Company, Inc. ("**American Express**"), and a registered acquirer for Discover Financial Services LLC ("**Discover**"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express®, Discover® and PayPal® transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Card Services Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB®, China UnionPay®, Diner's Club® and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Card Services Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "**Services**"). Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. ***A Merchant's submission of a transaction to Global Direct shall be deemed to signify Merchant's Acceptance of the Card Services Agreement, including the Terms and Conditions herein.***
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination.

### 2. SERVICE DESCRIPTIONS.

- 2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("**Switched Transactions**") to the respective card issuers, including but not limited to American Express, Diners Club and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.
- 2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("**EBT**") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("**Recipients**"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("**FNS**") food stamp benefits ("**FS Benefits**") and/or

government delivered cash assistance benefits ("**Cash Benefits**," with FS Benefits, "**Benefits**") to Recipients through the use of a state-issued card ("**EBT Card**").

- 2.3. Provisions regarding debit card services are set forth in section 27 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 29 below.
- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 30 below.
- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

### 3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at [www.globalpaymentsinc.com](http://www.globalpaymentsinc.com). Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry ("**PCI**") Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.
- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. To the maximum extent permissible under applicable law, Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs except to the extent that such fines, fees or costs arise solely from the gross negligence or willful misconduct of Global Direct.
- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both: (a) the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("**Truncation Laws**"); and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("**Laws on Collection of Personal**

**Information**"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent permissible under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form a part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.

4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.

5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("ACH") network and which can accept ACH transactions. Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, fines, penalties, etc. charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

## 6. **EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.**

6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software

related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("**Software**"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.

- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). If Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct if any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent permissible under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent permissible under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.
- 6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing Services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing Services under this Card Services Agreement to any other party.
- 6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any



third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.
8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its: (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.
9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the prior written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.

10. **WARRANTIES AND REPRESENTATIONS.**

- 10.1. Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, or proprietor of

Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation PCI Data Security Standards, Visa's Cardholder Information Security Program and Mastercard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. If that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. ***Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.***

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent permissible under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c) Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by

operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Card Services Agreement, including the foregoing indemnities to the extent permissible under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

## 12. LIMITATION OF LIABILITY.

- 12.1. *Neither Member nor Global Direct shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.*
- 12.2. *The liability of Global Direct and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed three months average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement. This shall be the extent of Global Direct's and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.*
- 12.3. *Under no circumstances shall Global Direct or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of placement of a merchant's name on any terminated merchant list for any reason even if Global Direct or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Card Services Agreement.*
- 12.4. *It is agreed that in no event will Global Direct or Member be liable for any claim, loss, billing error, damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, if a billing error occurs, within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.*
- 12.5. *Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.*

### 13. TERM AND TERMINATION.

13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year (the “**Initial Term**”). The Card Services Agreement will automatically renew for additional one year periods (“**Renewal Term**” or “**Renewal Terms**”, and together with the Initial Term, the “**Term**”) unless Merchant gives 30 days’ advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant’s state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.

13.2. Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant’s default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant’s activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant’s terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant’s average ticket or volume as stated in the Merchant Application, or if Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

13.3. If Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.

13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant’s account(s). If the deposit has already been posted to Merchant’s account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant’s obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. If a termination occurs, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant’s expense.

14. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant’s accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due



hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

#### 15. RESERVE ACCOUNT.

15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("**Reserve Account**"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instruct said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent permissible under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.

#### 16. DEFAULT/SECURITY INTEREST.

16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence; (b) the Reserve Account; (c) any rights to receive credits or payments under this Card Services Agreement; and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that: (a) Merchant has good and valid rights and title to the property described herein; (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card Services Agreement, without the consent or approval of any other person or entity; (c) no other person or entity has a security interest or lien in any of the property described herein; and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a

secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent permissible under applicable law, are described above in section 15.

16.2. Merchant also agrees that, if a default by Merchant occurs, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

## 17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Georgia sitting in Muscogee County or the United States District Court for the Middle District of Georgia, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.

17.2. **Class Action Waiver:** *Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class-wide basis.*

17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "**American Express Guide**").

18. **AMENDMENTS.** Global Direct may change the terms of or add new terms to this Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by Global Direct either through written communication or on its Merchant website located at: <https://reporting.globalpay.com>. Notwithstanding anything herein to the contrary, all fees, charges and/or discounts charged to Merchant hereunder may be changed immediately and without prior written notice to Merchant, provided that Global Direct will notify Merchant of any such changes promptly, either through written communication or on the Merchant website listed above. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease.

19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection

with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.

21. **GENERAL.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.
22. **NOTICES.** All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.
23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
24. **EFFECTIVE DATE.** This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.
25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("**Depository**") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, if Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
27. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**
  - 27.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "**Covered Terminals**") in each of the following debit card networks ("**Networks**"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("**Applicable Laws**") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("**Network Rules**"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for

Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

27.2. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section 27 shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

27.3. If the Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section 27 shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Card Services Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "**Rules**"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "**Merchant**" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "**State**" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. **DECLINE MINIMIZER SERVICES.** If Merchant elects to use Global Direct's Decline Minimizer Service (as defined below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it



periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

### 30. CALLPOP OPENEDGE SERVICES.

30.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.

30.2. If Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Card Services Agreement pursuant to the termination and/or suspension rights specified in the Card Services Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30.3. *Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or non-infringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.*

31. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover Program

Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

32. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

33. **AMERICAN EXPRESS CARD ACCEPTANCE.**

33.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "**cardholder**" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

33.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 33 shall have the same definition as "**Transaction Data**" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 33, "**Merchant Data**" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

33.3. Merchant hereby agrees that, if Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and

other fees payable by Merchant for American Express Card acceptance. "**High Charge Volume Merchant**" for purposes of this section 33 means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling 12-month period or (ii) greater than \$100,000 in American Express charge volume in any 3 consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

- 33.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 33.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the PCI Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.
- 33.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 33.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

#### 34. **ELECTRONIC SIGNATURES.**

- 34.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when: (a) your electronic signature is associated with the Card Services Agreement and related documents, (b) you consent and intend to be bound by the Card Services Agreement and related documents; and (c) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.
- 34.2. By pressing Submit, you agree: (a) that the Card Services Agreement and related documents shall be effective by electronic means; (b) to be bound by the terms and conditions of this Card Services Agreement and related documents; (c) that you have the ability to print or otherwise store the Card Services Agreement and related documents; and (d) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

#### 35. **SURCHARGES/OTHER FEES.**

- 35.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced

are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear in the Surcharge Addendum attached, however, such sectors and transaction types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website ([www.globalpaymentsinc.com](http://www.globalpaymentsinc.com)) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

35.2. The items listed in this section 35 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.

35.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:

35.4. Merchant will also be assessed: (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions; (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions; and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.

35.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.

35.6. Merchant will also be assessed a Discover Network Authorization Fee.

35.7. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.

35.8. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and



prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

## **SURCHARGE ADDENDUM FOR PREDOMINANT MARKET SECTORS**

### **Retail/Restaurant Electronic Merchant**

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or, Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

### **Restaurant Electronic Merchant**

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

### **Supermarket Electronic Merchant**

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### **Emerging Market Electronic Merchant**

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system. Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "**Direct Marketer**" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

### **MOTO Electronic Merchant**

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions. Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

### **Public Sector Electronic Merchant**

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

### **Purchase Card Electronic Merchant**

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address. Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction. Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

### **Lodging/Auto Rental Electronic Merchant**

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card

transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount. Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who: (a) accept credit cards for advance payment; (b) guarantee reservations using a credit card; or (c) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

#### **Paper Deposit Merchant**

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

#### **Debit Card Merchant**

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

#### **Card Present / Mag Stripe Failure:**

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

**Global Payments Direct Inc.** is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

**Debit sponsorship** is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.



**Additional Owner/Officer Information Page for Merchant Processing Agreement (If Needed)**

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Spaces 1 - 4 must be completed directly on the Merchant Processing Agreement; all additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

**Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization.**

Your Card Services Agreement is between Global Payments Direct, Inc. ("Global Direct"), the Merchant named above, and the Member named below ("Member"). Member is a member of Visa, USA, Inc. ("Visa") and MasterCard International, Inc. ("MasterCard"); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ("Discover") and a registered Program Participant of American Express Travel Related Services Company, Inc. ("American Express"). A copy of the Card Services Terms and Conditions, revision number 10/18-GP-WF-OE-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

**IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.**

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct and/or Open Edge Payments, LLC. to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

**Additional Owners**

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

<i>Name:</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Name:</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Name</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Name</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Name</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Name</i>	<i>Title:</i>	<i>Equity Owned:</i>	<i>Date of Birth (mm/dd/yyyy):</i>	<i>Social Security #:</i>	<i>Home Phone #:</i>
<i>Home Address:</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<i>Former Address (if less than 1 year at current address):</i>			<i>City:</i>	<i>State:</i> <i>Zip Code:</i>	<i>Years There:</i>
<b>Merchant's Signature:</b>	<b>Name (Printed):</b>		<b>Title:</b>	<b>Date:</b>	
	William Hills		City Manager		

## Certificate Of Completion

Envelope Id: FA16B99B61C04F02BC6B84CC0B4AA468	Status: Sent
Subject: Please DocuSign: Grand Prairie App.pdf	
Source Envelope:	
Document Pages: 27	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jordan Sumner
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	2675 W 600 N
	Lindon, UT 84042
	jordan.sumner@openedgepay.com
	IP Address: 4.14.150.135

## Record Tracking

Status: Original	Holder: Jordan Sumner	Location: DocuSign
12/2/2020 10:39:41 AM	jordan.sumner@openedgepay.com	

## Signer Events

Signature	Timestamp
William Hills bhills@gptx.org Security Level: Email, Account Authentication (None)	Sent: 12/2/2020 10:42:56 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	

## In Person Signer Events

Signature	Timestamp

## Editor Delivery Events

Status	Timestamp

## Agent Delivery Events

Status	Timestamp

## Intermediary Delivery Events

Status	Timestamp

## Certified Delivery Events

Status	Timestamp

## Carbon Copy Events

Status	Timestamp
Thao Vo tvo@gptx.org Security Level: Email, Account Authentication (None)	Sent: 12/2/2020 10:59:50 AM Viewed: 12/2/2020 11:01:41 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	

COPIED

## Witness Events

Signature	Timestamp

## Notary Events

Signature	Timestamp

## Envelope Summary Events

Status	Timestamps
Envelope Sent	Hashed/Encrypted 12/2/2020 10:42:56 AM

## Payment Events

Status	Timestamps



One Tyler Drive  
Yarmouth, ME 04096

P: 800.772.2260  
F: 207.781.2459

[www.tylertech.com](http://www.tylertech.com)

October 27, 2020

RE: Sole Source Open Edge Integrated Solution

To Whom it May Concern:

This letter is to confirm that OpenEdge Payments LLC (OpenEdge), operating as Global Payments Integrated, a division of Global Payments, Inc., owns all right, title and license in and to the OpenEdge payment processing solution and related services (collectively, the "OpenEdge Solution"). OpenEdge is the only authorized developer and licensor of the OpenEdge Solution and, except as set forth in agreements with its marketing partners, is the only entity authorized to implement, promote and maintain the OpenEdge Solution.

Tyler Technologies, Inc. ("Tyler") is an authorized marketing partner of OpenEdge. The OpenEdge Solution is a preferred payment processing solution of Tyler that directly integrates with mutually agreed upon Tyler software products, including those Tyler software products that have been identified to you as "EnerGov."

The OpenEdge Solution is the only solution provider with a Tyler-authorized integration including automated bank reconciliation, direct refunds to credit card accounts, and one-step voided payments.

Tyler is contractually authorized to include the OpenEdge Solution, including the terms and conditions applicable to that solution, in Tyler-client contracts or amendments thereto.

Please let me know if you have any questions.

Regards,

A handwritten signature in blue ink that reads "Robert Kennedy-Jensen".

Robert Kennedy-Jensen  
Director of Contracts



Legislation Details (With Text)

**File #:** 20-10651      **Version:** 1      **Name:** Ordinance; Purchase of additional licenses with Tyler Technologies for EnerGov Business Management Suite Licenses and Contract Amendment No. 1

**Type:** Ordinance      **Status:** Consent Agenda

**File created:** 12/1/2020      **In control:** Engineering

**On agenda:** 12/15/2020      **Final action:**

**Title:** Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Change Order #1 in the amount of \$64,000 to add twenty (20) additional EnerGov Business Management Suite Licenses from Tyler Technologies. In addition, a contract amendment for the removal of EnerGov software components deemed no longer necessary resulting in a decrease in contract costs of \$15,000

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Grand Prairie TX Amendment 112920.pdf](#)  
[WO 619.155.xlsx](#)

Date	Ver.	Action By	Action	Result
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**From**

Thao Vo

**Title**

Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Change Order #1 in the amount of \$64,000 to add twenty (20) additional EnerGov Business Management Suite Licenses from Tyler Technologies. In addition, a contract amendment for the removal of EnerGov software components deemed no longer necessary resulting in a decrease in contract costs of \$15,000

**Presenter**

Thao Vo, Audit Services Internal Auditor

**Recommended Action**

Approve

**Analysis**

On November 6, 2018 Council awarded a Price Agreement for the Purchase, Implementation, and Maintenance of EnerGov Permitting, Inspections, Planning, and Engineering (PIPE) software from Tyler Technologies for a total cost of \$1,686,312 (implementation and year one cost of \$1,570,862; year two maintenance cost of \$115,450) for one year with the option to renew for one additional one-year period.

This change order #1 is to add 20 EnerGov Business Management Suite Licenses for a total cost of \$64,000 (one-time fees of \$53,340 and recurring annual fees of \$10,660). In addition, a contract amendment for the removal of EnerGov software components deemed no longer necessary resulting in a decrease in contract costs

of \$15,000 (one-time fees of \$12,500 and recurring annual fees of \$2,500).

State statutes require City Council approval of a change order when the cumulative cost of the change order exceeds \$50,000. With approval of this change order, the City Manager will be able to approve the change order to a cumulative value of \$50,000 without additional Council approval. The City, as an owner, reserves the right to increase the amount of the work to be performed in a given contract by an amount not to exceed twenty-five (25%) percent of the original bid.

#### **Financial Consideration**

Funding for change order/amendment No. 1, in the total amount of \$64,000, is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Water Capital Projects Fund (500592) WO #01915501 (FY19 Software Upgrade - Tyler Technologies WTER).

#### **Body**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECT BUDGET BY TRANSFERRING AND APPROPRIATING \$64,000 FROM THE UNOBLIGATED FUND BALANCE IN THE WATER CAPITAL PROJECTS FUND (500592) TO WO #01915501 (FY19 SOFTWARE UPGRADE-TYLER TECHNOLOGIES)**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:**

**SECTION 1.** THAT THE FY 2020/2021 Capital Improvement Project Budget be amended by transferring and appropriating \$64,000 from the unobligated fund balance in the Water Capital Projects Fund (500592) WO #01915501 (FY19 Software Upgrade -Tyler Technologies)

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, DECEMBER 15, 2020.**





AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and City of Grand Prairie, with offices at 1525 Arkansas Lane, Grand Prairie, Texas 75052 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated December 4, 2018 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The Tyler Software listed below is hereby removed from the Agreement as of the Amendment Effective Date. Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3<sup>rd</sup> party products.

Component Description	Price	Maintenance
Energov content Management API	\$ 7,500	1,500.00
Energov IVR API	\$ 5,000	1,000.00
<b>Total</b>	<b>\$ 12,500</b>	<b>\$ 2,500</b>

2. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
  - a. License Fees. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Available Download Date").
  - b. Maintenance Fees. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Available Download Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on the Available Download Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
  - c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
3. If applicable, any monies paid by you to us for the items removed in this Amendment shall be applied to your account for the purchases listed in Exhibit 1, below.



- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
  
- 5. Except as expressly indicated in this Amendment, all other terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Grand Prairie

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit 1**  
**Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Craig Dixon  
 Date: 10/21/2020  
 Quote Expiration: 12/31/2020  
 Quote Name: City of Grand Prairie-EG-additional BM users  
 Quote Number: 2020-114476  
 Quote Description: Tyler EnerGov BM-LRM users, Grand Prairie TX, OP

**Sales Quotation For**

City of Grand Prairie  
 1525 Arkansas Ln  
 Grand Prairie, TX 75052-7401  
 Phone +1 (972) 237-8067

**EnerGov Software**

Description	License	Users/Units	Module Total	Year One Maintenance
<b>Core Software:</b>				
EnerGov Business Management Suite	\$2,667.00	20	\$53,340.00	\$10,660.00
<b>TOTAL:</b>			<b>\$53,340.00</b>	<b>\$10,660.00</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$53,340.00	\$10,660.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$53,340.00</b>	<b>\$10,660.00</b>
<b>Contract Total</b>	<b>\$64,000.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars



**Comments**

As a new Tyler client, you are entitled to a 30-day trial of the Tyler Detect cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact [CybersecuritySales@tylertech.com](mailto:CybersecuritySales@tylertech.com) to initiate the trial.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.



Legislation Details (With Text)

**File #:** 20-10659      **Version:** 1      **Name:** Professional Services Contract with Rick Coleman  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 12/3/2020      **In control:** Parks & Recreation  
**On agenda:** 12/15/2020      **Final action:**  
**Title:** Independent Contractor/Personal Services contract for strategic planning at Epic Central for one year with Rick Coleman in the annual amount not to exceed \$55,000, plus \$10,000.00 for approved reimbursables; with the option to renew for one (1) additional one (1) year period for a total amount of \$130,000 if all renewals are exercised; authorize City Manager to execute renewals under the same terms as the original contract.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [20-10659 EpicCentral Project Design -Rick Coleman.xlsx](#)

Date	Ver.	Action By	Action	Result
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**From**

Gary Yakesch, Assistant Director of Parks Finance

**Title**

Independent Contractor/Personal Services contract for strategic planning at Epic Central for one year with Rick Coleman in the annual amount not to exceed \$55,000, plus \$10,000.00 for approved reimbursables; with the option to renew for one (1) additional one (1) year period for a total amount of \$130,000 if all renewals are exercised; authorize City Manager to execute renewals under the same terms as the original contract.

**Presenter**

Duane Strawn, Director of Parks, Arts and Recreation

**Recommended Action**

Approve

**Analysis**

Staff wishes that the City enter into a personal services contract with Rick Coleman for EpicCentral to develop and create a workplan for large-scale events and festivals, seek sponsorship and partnership opportunities for large-scale events and festivals, develop marketing and branding protocols, and aid in the strategic planning needs for certain construction elements of EpicCentral to include water entertainment elements.

Payments will be made monthly and be subject to required monthly executive reporting; Mr. Coleman will invoice the City monthly. An annual amount of \$55,000 has been set aside for the personal services contract fulfillment along with an estimated \$10,000 for reimbursables, as needed.

While the contract does contain one renewal option, if EpicCentral opens in the middle of a contract term, the City will exercise the 30 day termination clause, so that the contract will not continue after the opening.

This item was presented to the Finance and Government Committee on December 15, 2020 for review and approval.

**Financial Consideration**

Funding for a personal services contract with Rick Coleman, in the annual amount of \$55,000, is available in the EpicCentral Capital Projects (360093) WO #6272222 (EpicCentral Project Design).



Legislation Details (With Text)

**File #:** 20-10660      **Version:** 1      **Name:** Professional Services Contract with Jason Alan Smith

**Type:** Agenda Item      **Status:** Consent Agenda

**File created:** 12/3/2020      **In control:** Parks & Recreation

**On agenda:** 12/15/2020      **Final action:**

**Title:** Independent Contractor/Personal Services contract for strategic planning at Epic Central for one year with Jason Alan Smith in the annual amount not to exceed \$35,000, plus \$5,000 for approved reimbursable expenses; with the option to renew for one (1) additional one (1) year period for a total amount of \$80,000 if all renewals are exercised; authorize City Manager to execute renewals under the same terms as the original contract

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [20-10660 EpicCentral Project Design -Jaosn Alan Smith.xlsx](#)

Date	Ver.	Action By	Action	Result
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**From**

Gary Yakesch, Assistant Director of Parks Finance

**Title**

Independent Contractor/Personal Services contract for strategic planning at Epic Central for one year with Jason Alan Smith in the annual amount not to exceed \$35,000, plus \$5,000 for approved reimbursable expenses; with the option to renew for one (1) additional one (1) year period for a total amount of \$80,000 if all renewals are exercised; authorize City Manager to execute renewals under the same terms as the original contract

**Presenter**

Duane Strawn, Director of Parks, Arts and Recreation

**Recommended Action**

Approve

**Analysis**

Staff wishes that the City enter into a personal services contract with Jason Alan Smith for EpicCentral to develop and create a work plan for small and localized events and programming, seek sponsorship and partnership opportunities for localized events and programming, develop standard operating procedures for localized events and programming, and aide in the development of marketing and branding protocols for localized events and programming.

Payments will be made monthly and be subject to required monthly executive reporting; Mr. Smith will invoice the City monthly. An annual amount of \$35,000 has been set aside for the personal services contract fulfillment along with an estimated \$5,000 for reimbursable expenses, as needed.

While the contract does contain one renewal, option, if EpicCentral opens in the middle of a contract term, the City will exercise the 30 day termination clause, so that the contract will not continue after the opening.

This item was presented to the Finance and Government Committee on December 15, 2020 for review and approval.

**Financial Consideration**

Funding for a personal services contract with Jason Alan Smith in the annual amount of \$35,000 is available in the EpicCentral Capital Projects (360093) WO #6272222 (EpicCentral Project Design).





Legislation Details (With Text)

**File #:** 20-10685      **Version:** 1      **Name:** Summit Electrical Replacement - Voss Lighting  
**Type:** Ordinance      **Status:** Consent Agenda  
**File created:** 12/9/2020      **In control:** Parks & Recreation  
**On agenda:** 12/15/2020      **Final action:**  
**Title:** Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; contract to replace electrical panels and related components at The Summit with Voss Lighting in the amount of \$90,820 with a 5% contingency of \$4,541 through a national inter-local agreement with cooperative agreement through National Cooperative Purchasing Alliance for a total project cost not to exceed \$95,361.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [20-10685 Summit Lighting - Voss Lighting.xlsx](#)

Date	Ver.	Action By	Action	Result
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**From**

Gary Yakesch, Assistant Director of Parks Finance

**Title**

Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; contract to replace electrical panels and related components at The Summit with Voss Lighting in the amount of \$90,820 with a 5% contingency of \$4,541 through a national inter-local agreement with cooperative agreement through National Cooperative Purchasing Alliance for a total project cost not to exceed \$95,361.

**Presenter**

Duane Strawn, Director of Parks, Arts and Recreation

**Recommended Action**

Approve

**Analysis**

The Summit’s electrical panels and corresponding conduit experienced severe corrosion from pool chemicals since opening. In recent months, the pool chemicals were relocated to a structure outside of the facility. Accordingly, the electrical panels and conduit must be replaced immediately for safety and optimal functionality. The replacement of the electrical panels will coincide with the closure of the Summit and the project’s expected completion date is mid-February. The electrical panels and related components will be installed using an already established cooperative agreement with Voss Lighting through NCPA contract 02-83.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In lieu of competitive bidding, items and services may be purchased through such agreements as the agreements have already been bid by the sponsoring entity or agency.

This item was presented to the Finance and Government Committee on December 15, 2020 for review and approval.

**Financial Consideration**

Funding for Voss Lighting, in the amount of \$95,361, is available by transferring and appropriating \$95,361 from the unobligated fund balance in the Parks Capital Projects Fund (317193), WO #02103003 (Summit AC & Electrical Replacement), 68020 (Miscellaneous Improvements).

**Body**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$95,361 FROM THE UNOBLIGATED FUND BALANCE IN THE PARKS CAPITAL PROJECTS FUND (317193) TO WO #02103003 (SUMMIT AC & ELECTRICAL REPLACEMENT), 68020 (MISCELLANEOUS IMPROVEMENTS)**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:**

**SECTION 1.** THAT the FY 2020/2021 Capital Improvements Projects Budget be amended by transferring and appropriating \$95,361 from the unobligated fund balance in the Parks Capital Projects Fund (317193) to WO #02103003 (Summit AC & Electrical Replacement), 68020 (Miscellaneous Improvements).

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, DECEMBER 15, 2020.**